PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.

NOTE: Per the most recent guidelines from the federal government regarding COVID-19 and to protect citizens, no citizens will be allowed in the Board of Supervisors' hearing room at the Globe Courthouse or at the County Complex, Board of Supervisors' conference room in Payson. The only exception to this statement is for public hearings. Citizens may attend the public hearing in person, one at a time, in Globe or in Payson to provide comments. A face mask must be worn while in the building; however, it may be removed while addressing the Board of Supervisors.

Citizens may watch the Board meeting live-streamed at: https://www.youtube.com/channel/UCkCHWVgrI5AmJKbvYbO-k2A/live

Citizens may submit written comments related to the September 15th Regular Meeting agenda by no later than 5 p.m. on Monday, September 14th, by emailing to the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name and residence address in the email.

REGULAR MEETING - TUESDAY, SEPTEMBER 15, 2020 - 10:00 A.M.

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

2. **PUBLIC HEARINGS:**

A. Information/Discussion/Action to adopt Ordinance No. 2020-03 which authorizes the modification of the Zoning Map for Unincorporated Areas of Gila County by changing the zoning of Assessor's parcel number 205-07-020Q from Commercial Three District (C3) to Residence One District-Density District 8 (R1-D8) and changing the zoning of that part of Assessor's parcel number 205-07-020R currently designated as C3 to R1-D8. (Scott Buzan)

3. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to review all bids submitted for Request for Qualifications No. 062420-Solid Waste Services for Landfills; award to the lowest, most responsive, responsible, and qualified company; and authorize the Chairman's signature on the award contract for a period of four years with annual renewals for an amount not to exceed \$96,500 annually. (Steve Sanders)
- B. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services for COVID-19 expanded response capabilities in the amount of \$1,604,671 for the period beginning July 1, 2020 through February 28, 2022. (Michael O'Driscoll)
- C. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. IGA2021-052) with the Arizona Department of Health Services in the amount of \$25,000 for environmental health complaint referrals upon signature through August 31, 2021. (Michael O'Driscoll)
- D. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. IGA 2020-040) with the Arizona Department of Health Services for Title V Maternal and Child Health Healthy Arizona Families from July 1, 2020 to June 30, 2025, in the amount of \$102,673. (Michael O'Driscoll)
- E. Information/Discussion/Action to approve Amendment No. 2 to Contract No. 120617-Security Service for Globe Courthouse and Payson Courthouse with CBI Security Services, Inc. to extend the term of service for one year, from July 10, 2020 to July 9, 2021; and increase the annual rate by \$11,235.35 for a total of \$201,500. (Chris Romiti)

- F. Information/Discussion/Action to approve a Lease Agreement with Twin Pines, LLC to provide office space for the Community Services Community Action Program and the University of Arizona Cooperative Extension Program at the Twin Pines Plaza in Payson at a cost of \$2,663.98 per month beginning September 15, 2020 through September 14, 2022. (Mary Springer)
- G. Information/Discussion/Action to adopt Resolution No. 20-09-02 authorizing the Gila County Recorder as the Board of Supervisors' designee to approve the use of all Gila County ballot drop-off boxes and locations in all elections occurring in Gila County. (Sadie Bingham)
- H. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)

Information/Discussion/Action to authorize the submission and subsequent acceptance of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for the fiscal year 2021 in the amount of \$25,000 designated to Gila County for the period July 1, 2020 through June 30, 2021. (Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

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

- A. Adoption of an Order to cancel November 3, 2020, governing board elections for certain fire districts, water, and wastewater improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and appoint governing board members to those districts as listed on Attachments A through E of the Order.
- B. Approval for the continued use of the Sourcewell Contract No. 032119-CAT financing a 2018 Model 120M2 AWD Caterpillar Motor Grader serial number M9H00559 using Caterpillar Financial Services Corporation for the payment of \$32,239.80 in September 2020.
- C. Acknowledgment of the re-election of Yvette Baxley to the Correctional Officers Retirement Plan (CORP) Local Board for Dispatchers for the term of office ending on December 31 2023; and the election of Jonica Flores to the CORP Local Board for Detention Officers and Non-Uniformed Officers for the term of office ending on December 31, 2023.
- D. Approval to appoint Ms. Sammi Jenkins-Cooper to the Gila County Planning and Zoning Commission to fulfill Mr. Terry Otts' unexpired term of office that ends on December 31, 2022.
- E. Approval of the Board of Supervisors' August 25, 2020 and September 1, 2020 meeting minutes.
- F. Approval of the Human Resources Department monthly activity reports for August 2020.
- G. Approval of finance reports/demands/transfers for the reporting period of August 1, 2020 through August 31, 2020.

- H. Acknowledgement of contracts under \$50,000 which have been approved by the County Manager for the month of August.
- 5. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

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

ARF-6236 Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Scott Buzan, Community Development Director

Submitted By: Shealene Loya, Administrative Assistant

<u>Department:</u> Community Development <u>Division:</u> Planning and Zoning

Information

Request/Subject

Public hearing to adopt Ordinance No. 2020-03 which authorizes the modification of the Zoning Map for Unincorporated Areas of Gila County for parcel number 205-07-020Q and part of 205-07-020R. These properties are vacant land located in Globe, AZ, and owned by Shannon Blackwell and Floyd Nelson Gray Jr.

Background Information

Planning and Zoning Department Case No. REZONG2007-001 is an application filed by Shannon Blackwell to change the zoning for parcel number 205-07-020Q currently designated as C3 (Commercial Three District), to R1-D8 (Residence One District – Density District 8), and that part of parcel number 205-07-020R, currently designated as C3 to R1-D8 to allow the property owners to place a manufactured home on each parcel.

The Planning & Zoning Commission met on August 20, 2020, and recommends the Board of Supervisors' approval of Case No. REZONG2007-001.

Arizona Revised Statute (A.R.S.) § 11-251.05-Ordinances (C) states,"Prior to adoption, amendment or repeal of an ordinance under this section, the board of supervisors shall hold a public hearing thereon at least fifteen days' notice of which shall be given by one publication in a newspaper of general circulation in the county seat. After adopted or amended, the ordinance shall be published at least once in a newspaper of general circulation in the county seat."

Notice of a public hearing was posted in the Payson Roundup newspaper on August 4, 2020 for the Planning & Zoning Commission's public hearing, and a notice was posted on August 28, 2020 for the Board of Supervisors' public hearing. The property was also posted on August 4, 2020 for the Planning and Zoning hearing and on August 28, 2020, and

for the Board of Supervisors' hearing. In addition, a public participation meeting (citizen review process) was held on July 8, 2020 with no people attending.

Evaluation

Assessor's parcel number 205-07-020Q is designated as C3 while Assessor's parcel number 205-07-020R is primarily zoned R1-D8 with a small portion on the southwest corner zoned C3. Gila County designated 400' on either side of Highway 188 as C3 many years ago in anticipation of commercial development along the highway.

The Highway 188 C3 zoning often did not follow parcel boundaries and in some cases, properties ended up with dual zoning designations. Additionally, not all property owners with a C3 zoning designation in this area want to develop their properties with a commercial use yet are unable to develop their properties with a residential use because, in the C3 zoning district, the only permitted residential uses to include multiple-family dwellings or efficiency apartments located above the first floor of commercial buildings.

The prior owners of the subject property requested a rezoning of the three parcels to the immediate west from C3 to R1-D8 in 2017 (Assessor's parcel numbers 205-07-020M, 020N, and 020P) which the Board of Supervisors approved. The reason for the request was to change the zoning to R1-D8 in order to place mobile homes on each of the parcels.

In analyzing the current zoning designations and existing land uses of the surrounding area, staff found that the predominant zoning designation in the immediate area is R1-D8, and aside from the above-referenced three parcels to the immediate west which are also zoned R1-D8, the balance of the properties within 400' of Highway 188 are zoned C3. The existing comprehensive land use designation for the area on the east side of Highway 188 is Residential (3.5 to 5 dwelling units per acre). Land on the west side of Highway 188 has a land use designation of Light Industrial and Neighborhood Commercial.

Conclusion

The proposed R1-D8 zoning designation and residential use for the subject property are consistent with the residential land use category in terms of density and scale of development and are consistent with the majority of land uses on the parcels in the area with an R1-D8 zoning designation. Finally, rezoning the subject property to the R1-8 zoning district will enable the property owner to develop the parcels as residences that will be compatible with the surrounding area.

Recommendation

Staff recommends that the Board of Supervisors conduct the public hearing and after the public hearing considers adopting Ordinance No. 2020-03.

Suggested Motion

Information/Discussion/Action to adopt Ordinance No. 2020-03 which authorizes the modification of the Zoning Map for Unincorporated Areas of Gila County by changing the zoning of Assessor's parcel number 205-07-020Q from Commercial Three District (C3) to Residence One District-Density District 8 (R1-D8) and changing the zoning of that part of Assessor's parcel number 205-07-020R currently designated as C3 to R1-D8. **(Scott Buzan)**

Attachments

Ordinance No. 2020-03

Public Hearing Notice for Case No. REZONG2007-001 9-15-20

Staff Report for Case No. REZONG2007-001

Citizen Review Process for Case No. REZONG2007-001



ORDINANCE NO. 2020-03

AN ORDINANCE OF THE GILA COUNTY BOARD OF SUPERVISORS MODIFYING THE ZONING MAP FOR UNINCORPORATED AREAS OF GILA COUNTY TO CHANGE THE ZONING FOR ASSESSOR'S PARCEL NUMBER 205-07-020Q CURRENTLY DESIGNATED AS C3 (COMMERCIAL THREE DISTRICT) TO R1-D8 (RESIDENCE ONE DISTRICT-DENSITY DISTRICT 8), AND THAT PART OF ASSESSOR'S PARCEL NUMBER 205-07-020R CURRENTLY DESIGNATED AS C3 TO R1-D8 TO ALLOW THE PROPERTY OWNERS TO PERMIT A MANUFACTURED HOME TO BE PLACED ON EACH PROPERTY.

WHEREAS, an application was filed by Shannon Blackwell (Gila County Planning and Zoning Case No. REZONG2007-001) to modify the Gila County Zoning Map for Unincorporated Areas of Gila County for Assessor's parcel number 205-07-020Q and part of 205-07-020R; and

WHEREAS, the Gila County Board of Supervisors adopted the Gila County Planning and Zoning Ordinance on September 8, 1959 and most recently updated it on November 5, 2019; and

WHEREAS, the Gila County Planning and Zoning Commission held a duly noticed public hearing on August 20, 2020 and unanimously recommended the Board of Supervisors' approval of the modification requested; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on September 15, 2020; and

WHEREAS, the Board of Supervisors has determined that the findings for a change in zoning district (as listed below) from the Gila County Zoning Ordinance, Section 104.1-Zoning Map, have been met.

1. The change is consistent with the goals, objectives and policies of the Gila County Zoning Ordinance.

Ordinance No. 2020- Page **1** of **2**

- 2. The change is in the interest of or will further the public health, safety, comfort, convenience and welfare of Gila County residents.
- 3. The change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

NOW, THEREFORE, BE IT ORDAINED THAT the Gila County Board of Supervisors does hereby modify the Zoning Map for Unincorporated Areas of Gila County by changing the zoning for Assessor's parcel number 205-07-020Q currently designated as C3 to R1-D8, and that part of Assessor's parcel number 205-07-020R currently designated as C3 to R1-D8 to allow the property owners to permit a manufactured home to be placed on each property.

PASSED AND ADOPTED this 15th day of September 2020, at Globe, Gila County, Arizona.

Attest:	GILA COUNTY BOARD OF SUPERVISORS	
Marian Sheppard, Clerk of the Board	Woody Cline, Chairman	
Approved as to form:		
The Gila County Attorney's Office		

Ordinance No. 2020-

LEGAL NOTICE

GILA COUNTY BOARD OF SUPERVISORS' PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing on Tuesday, September 15, 2020, at 10:00 a.m. regarding Case No. REZONG2007-001; Shannon Blackwell (Applicant) for vacant properties located in Globe, Arizona. A request to amend the Gila County Zoning Map for APN# 205-07-020Q, currently designated as C3 (Commercial Three District) to R1-D8 (Residence One District – Density District 8), and that part of APN# 205-07-020R, currently designated as C3 (Commercial Three District) to R1-D8 (Residence One District-Density District 8), to allow the applicant to permit a residence to be placed on the properties.

The public hearing will take place at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, Arizona. One or more of the Board members may participate in the meeting by telephone conference call or by interactive television (ITV). The meeting will televised to the Gila County Complex, Board of Supervisors' Conference Room, 610 East Highway 260, Payson, Arizona, and it will be live-streamed at

https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live.

Citizens may submit written comments related to this agenda item by no later than 5 p.m. on Monday, September 14, 2020, by emailing to the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Written comments may be input through YouTube during the public hearing portion of the meeting.

Citizens will also be allowed to attend this hearing in person in Globe or in Payson to provide their comments. You must wear a face mask while in the buildingwhich may be removed when addressing the Board. One person at a time will be allowed into the Board room.

Case No. REZONG2007-001 is available for review at the offices of the Gila County Community Development Department located at 745 North Rose Mofford Way in Globe, Arizona or 608 East Highway 260 in Payson, Arizona between 8:00 a.m. to 5:00 p.m.

By:	
	Michelle Dahlke
	Gila County Community Development Department

Payson Roundup One Publication: August 28, 2020 Acc: 102101



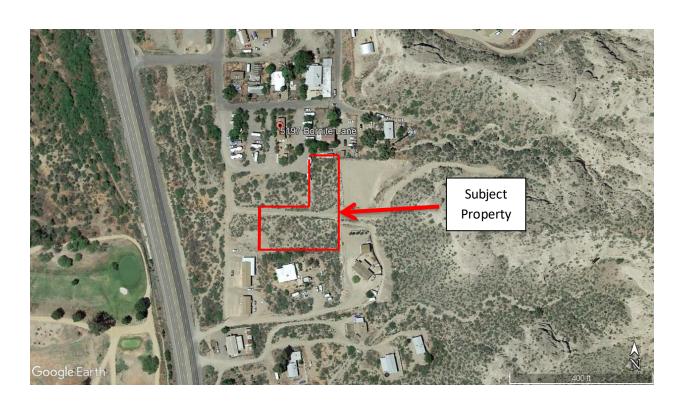
STAFF REPORT

TO THE

BOARD OF SUPERVISORS

GILA COUNTY CASE NUMBER REZONG2007-001

APPLICATION TO REZONE TO RESIDENCE ONE DISTRICT – DENSITY DISTRICT 8



Public Hearing September 15, 2020

610 East Highway 260 Payson, Arizona

and

1400 Ash Street Globe, Arizona

Case Details

Gila County Case Number: REZONG2007-001 **Request**: Rezone to R1-D8

Purpose of Request: To construct two single-family residences
Owner: Shannon Blackwell & Floyd Nelson Gray Jr.

Applicant: Shannon Blackwell

Staff Member: Michelle Dahlke, Senior Planner

Property Details

Assessor Parcel Number: 205-07-020Q & 205-07-020R **Property Address:** Property addresses not yet assigned

Property Location: East side of Highway 188 between Bornite

Lane and Electric Drive in Globe, Arizona

Parcel Size: 0.97 total acres

Current Zoning Designation: C3 on all of APN # 205-07-020Q

C3 and R1-D8 on APN # 205-07-020R

Current Comprehensive Plan Designation: Residential (3.5 to 5 dwelling units per acre)

Current Land Use: Vacant

Surrounding Land Uses: North - C3/R1 to the northwest (mobile

home park) and R1-D8 to the northeast

(residence)

East – R1-D8 (Vacant to the northeast and

residence to the direct east) **South** – C3/R1 (residence) **West** – R1-D8 (residence)

Note that a copy of the current zoning map of the subject property and surrounding area is located on Page 4 of this staff report.

Planning and Zoning Commission Recommendation

At their August 20, 2020 meeting, the Planning and Zoning Commission unanimously recommended approval of the rezoning request.

Property Background

Shannon Blackwell and Floyd Nelson Gray Jr., owners of the subject property, are siblings living on adjoining spaces in a trailer park that has recently increased rental rates by \$500 per month per space. As a result, the owners purchased the subject property and would like to place one mobile home on each of the parcels.

As shown on the zoning map on the following page, Assessor Parcel Number 205-07-020Q is designated as Commercial Three District (C3) while Assessor Parcel Number 205-07-020R is primarily zoned Residence One District – Density District 8 (R1-D8) with a small portion on the

southwest corner zoned C3. Gila County designated 400' on either side of Highway 188 as C3 many years ago in anticipation of commercial development along the highway.

Unfortunately, the Highway 188 C3 zoning often did not follow parcel boundaries and in some cases, properties ended up with dual zoning designations. Additionally, not all property owners with a C3 zoning designation in this area want to develop their properties with a commercial use yet are unable to develop their properties with a residential use because in the C3 zoning district, the only permitted residential uses include multiple family dwellings or efficiency apartments located above the first floor of commercial buildings.

The prior owners of the subject property requested a rezoning of the three parcels to the immediate west from C3 to R1-D8 in 2017 (Assessor Parcel Numbers 205-07-020M, 020N and 020P) which the Board of Supervisors approved. The reason for the request was to change the zoning to R1-D8 in order to place mobile homes on each of the parcels. According to the applicant, the prior owners thought that 2017 rezoning included the subject property as well.

Citizen Participation

The applicant held a neighborhood meeting via Zoom on July 8, 2020 at 6:00 p.m. in which adjoining property owners were invited. The applicant simultaneously recorded the meeting using You Tube video. A total of 19 invitations were mailed out to property owners within the area depicted on the map on Page 5 of this report. There were no attendees at the neighborhood meeting. According to the results of the neighborhood meeting, the owners of Assessor Parcel Numbers 205-07-020M, 020N and 020P indicated outside of the neighborhood meeting that they were in support of the subject rezoning request and the owners of Assessor Parcel Numbers 205-07-020U and 205-08-001E had questions regarding access to the subject property and according to the applicant, those questions were addressed satisfactorily. The link to the neighborhood Zoom meeting shown on You Tube, can be accessed below.

https://www.youtube.com/watch?v=DMfkELrMp8s&feature=youtu.be

To date, Planning and Zoning staff has not received any phone calls, emails or letters with regard to the rezoning request.



Figure 1: Zoning Map of the Subject Property and Surrounding Area



Figure 2: Aerial Map Depicting the Neighborhood Meeting Notification Area

Staff Review and Analysis

In analyzing this request, staff reviewed the current zoning designations and existing land uses of the surrounding area, the Zoning Ordinance and Comprehensive Plan. The predominant zoning designation in the immediate area is R1-D8 and aside from the above-referenced three parcels to the immediate west which are also zoned R1-D8, the balance of the properties within 400' of Highway 188 are zoned C3.

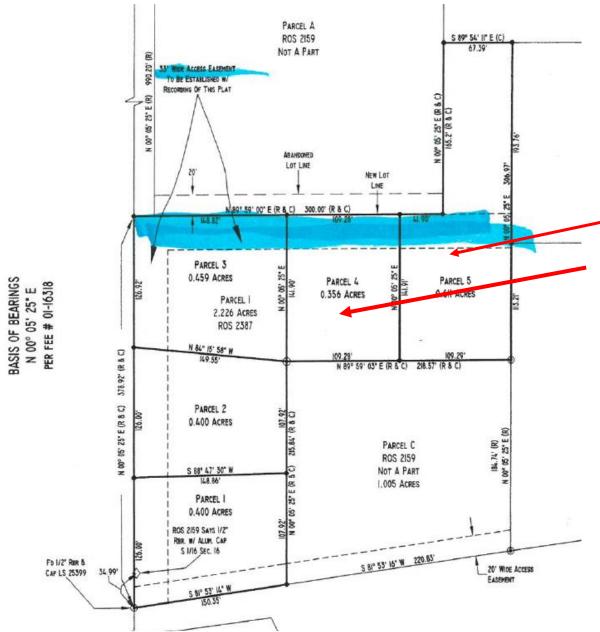


Figure 3: Record of Survey for the Subject Parcel and Immediate Area with Access Easement Shown in Blue

The existing Comprehensive land use designation for the area on the east side of Highway 188 is Residential (3.5 to 5 dwelling units per acre). Land on the west side of Highway 188 has a land use designation of Light Industrial and Neighborhood Commercial.



Figure 4: Looking East along the Access Easement



Figure 5: Looking South from the Access Easement Walking Further to the East



Figure 6: Looking South along the Access Easement, walking further East



 $\textit{Figure 7: Looking North from the Access Easement to the Northern Portion of APN \# 205-07-020R$



Figure 8: Looking West along the Access Easement Toward Highway 188



Figure 9: Looking Southwest from the Eastern Edge of APN # 205-07-020R

The Residential (3.5 to 5 dwelling units per acre) land use designation denotes areas of the County where low-density, detached residential suburban development is preferred at a density of 3.5 to 5 dwelling units per acre. Additional uses include farming and ranching. The proposed R1-D8 zoning designation and residential use for the Subject Property is consistent with the Residential land use category in terms of density and scale of development and is consistent with the majority of land uses on the parcels in the area with an R1-D8 zoning designation. Finally, rezoning the Subject Property to the R1-8 zoning district will enable the property owner to develop the parcels as residences which will be compatible with the surrounding area.

Staff Recommendation

Staff recommends approval of the subject rezoning request. The recommend motion, should the Board of Supervisors concur, is as follows:

A motion to approve a change to the Gila County Zoning Map for Assessor Parcel Number 205-07-020Q from Commercial Three District to Residence One District-Density District 8 and to rezone that part of Assessor Parcel Number 205-07-020R currently designated as Commercial Three District to Residence One District-Density District 8.



CYPRUS MIAMI MINING CORPORATION
LAND DEPT
PO BOX 4444
CLAYPOOL, AZ 85532
205-01-019H

LAURA NORTHUP PO BOX 972 CLAYPOOL, AZ 85532 205-07-020S

JERRY & DAWN MAYBERRY 819 WOOD AVE MACHESNEY PARK, IL 61115 205-07-020P

> KATHY WILLIAMS 1679 N HWY 188 PINK HOUSE GLOBE, AZ 85501 205-07-020L

DENNIS BUCY PO BOX 766 CLAYPOOL, AZ 85532 205-07-010 & 011

CLINT JONES PO BOX 584 MIAMI, AZ 85539 205-07-013

JESSE CASTANEDA & JOSEPH NORIEGA PO BOX 788 CLAYPOOL, AZ 85532 205-08-001G VIMMY & VIRGINIA BEJARANO
PO BOX 897 Called
CLAYPOOL, AZ 85532 7/6
205-07-020U

MICHAEL & CATHERINA LIGHT PO BOX 1912 CLAYPOOL, AZ 85532 205-07-018

> CHRIS GOSS 1687 AZ HWY 188 GLOBE, AZ 85501 205-07-020N

DAVID & DENYSE WILLIAMS 5287 E MALACHITE LN GLOBE, AZ 85501 205-07-016C

ROBERT & RITA SALCIDO PO BOX 1560 GLOBE, AZ 85502 205-07-012B

LARRY HENDERSON 5222 E BORNITE LN GLOBE, AZ 85501 205-07-014 PO BOX 1033 Sim MIAMI, AZ 85539 Solution

PO BOX 746 ROD CLAYPOOL, AZ 85532 FORTMAN

205-07-017

PO BOX 1386 GLOBE, AZ 85502 205-07-020M

KELLY & HANNAH NIETO 4579 S TURQUOISE GLOBE, AZ 85501 205-07-016F

PAUL & LORI DUNMIRE 5205 E MINERALLN GLOBE, AZ 85501 205-07-012A

FLORENE GOLDEN 1671 N HWY 188 GLOBE, AZ 85501 205-08-001E

Called

M

6

NEIGHBORHOOD MEETING SIGN IN SHEET

Name	Property Address	Email Address and/or Phone #
Rorene Golden	205-08-001E	Called 7/6
Steve Roge RS	205-07-0207	Called
Rob Hartman	205-07-017	TAIKED IN Person
Jeely Davin mayberry	205-07-020P	
Chris Gioss	205-07-020N	
SANDER RAMOS	205-07-020M	

Date:July 1, 2020	
Name of Project (if applicable): Blackwell/Gray rezoning from Commercial C3 to Residential R1D8	
Address Associated with Project: parcel # 205-07-020Q and 205-07-020R	
Gila County Case Number:unknown	
Applicant Name: Shannon Blackwell and Floyd Gray	
Applicant Phone Number:928-793-3388	
Applicant Email Address: shamarbla@hotmail.com	
Dear Neighbor,	
This letter is to invite you to a neighborhood meeting to discuss my/our request for a (rezoning, variance, etc.) Shannon Blackwell and Floyd Gray filed with the Gila County Community Development Department on (date) approx. June 3, 2020he neighborhood meeting will be held on (date) July 8, 2020 at (time) 6:00 pm at (location) Via a Zoom meeting due to Covid-19. If you are interested in this project, please attend the meeting to ask questions or voice your concerns. If you are unable to attend the neighborhood meeting, please contact me/us to make other arrangements.	
Thank you,	
±	
Applicant Signature:	
Shannon Blackwell Hoyd Gray	
Due to Covid-19 concerns, the public meeting will be held by zoom. The meeting ID is 724 2113 2681 The password is blackwell (please see full link below)	
Information regarding the rezoning is enclosed in this letter. Most of the two lots are zoned residential, but a small, triangle sliver of one parcel is zoned commercial. This is the Neighborhood meeting so that anyone within a 300' radius can express their thoughts on the rezoning.	
If you are unable to attend the zoom meeting, please call Michelle with any concerns by July 7, 2020 at 928-200-1552.	
Michelle Yerkovich is inviting you to a scheduled Zoom meeting. Topic: Blackwell/Gray re-zoning Zoom Meeting Time: Jul 8, 2020 06:00 PM Arizona Join Zoom Meeting https://us04web.zoom.us/j/72421132681?pwd=T0NrVWJ0ZDFNZElvbFZ0K2IZRTloZz0	
Meeting ID. 704 0440 and	

Meeting ID: 724 2113 2681 Password: blackwell

CITIZEN PARTICIPATION PLAN

Gila County Case Number: UN KNOW N
Address of Property Associated with Request: 205-07-020Q+205-07-020K
Date and Time of Neighborhood Meeting: 07/08/2020 6pm
Location of Neighborhood Meeting: 2000
List of Any Concerns Expressed by Neighbors: <u>ACCESS</u> To Property
Applicant's Response to Any Concerns Expressed by Neighbors: Access has
Please attach a copy of the following with the Citizen Participation Plan:
 ☑ Neighborhood Meeting Invitation ☑ Neighborhood Meeting Sign In Sheet ☑ Neighborhood Meeting Mailing List ☐ List of Any Returned Neighborhood Meeting Invitations ☐ Any other information pertinent to the applicant's citizen outreach efforts
PLEASE NOTE, IF MORE ROOM IS NEEDED TO DESCRIBE YOUR CITIZEN OUTREACH EFFORTS, ADDITIONAL PAGES MAY BE PROVIDED TO THIS FORM.

ARF-6227

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Finance

Fiscal Year: 2021 Budgeted?: Yes

Contract Dates 09-15-20 to 09-14-21 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Award of a Professional Services Contract in Response to Request for Qualifications (RFQ.) No. 062420-Solid Waste Services for Landfills.

Background Information

Russell Gulch Landfill near Globe and Buckhead Mesa Landfill near Payson require oversight and reporting to the Arizona Department of Environmental Quality (ADEQ) and the Arizona Department of Health Services (ADHS) by registered engineers and other professionals. Each landfill has its own unique qualities that require careful monitoring and record keeping. The consulting firm will be tasked to deliver the services in the scope of work outlined in RFQ No. 062420.

Evaluation

The contract amount is expected to be less than \$100,000 a year. Public Works Department staff evaluated the experience given in the proposals that were due on August 10, 2020, and made a decision based on the information offered according to the criteria in the RFQ. Of the four respondents, only one firm will be chosen. This will bring continuity to the reporting for both landfills.

Conclusion

After careful evaluation of the respondents, it was decided to go with DCR Services and Construction Inc. due to their experience and availability to serve Gila County's requirements for compliance of both landfills. There are unique qualities in each landfill that will require experienced and knowledgeable engineering to extend the life of the landfills.

Recommendation

The Gila County Public Works Department Director and Recycle Landfill Management Manager are recommending that the Board award a contract to DCR Services and Construction Inc. to provide engineering/consulting services for the landfills with language allowing annual renewal for four years. The negotiated price of the contract is a not to exceed amount of \$96,500 per year with the possibility of annual renewals.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Qualifications No. 062420-*Solid Waste Services for Landfills;* award to the lowest, most responsive, responsible, and qualified company; and authorize the Chairman's signature on the award contract for a period of four years with annual renewals for an amount not to exceed \$96,500 annually. **(Steve Sanders)**

Attachments

Professional Services Contract No. 062420

Attachment A

DCR Services and Construction-Sealed Bid

Geosyntec-Sealed Bid

SCS Engineers-Sealed Bid

Terracon-Sealed Bid

PROFESSIONAL SERVICES CONTRACT NO. 062420 SOLID WASTE MANAGEMENT SERVICES

RECYCLING AND LANDFILL MANAGEMENT

THIS AGREEMENT, made and entered into this	s day of	2020
by and between Gila County, a political subdivision of	f the State of Arizona he	reinafter designated the
County, and DCR Services and Construction, of the		
designated the Consultant.		.

WITNESSETH: The Consultant, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Consultant will be responsible for providing services for Solid Waste landfills at Gila County's two landfills which include Buckhead Mesa Landfill (BMLF) in Payson and Russell Gulch Landfill (RGLF) in Globe. The scope of work for the Solid Waste Support Services projects may include assessment, design, construction administration and inspection, groundwater and methane monitoring, stormwater permitting, studies, plan review, financial assurance assistance, Aquifer Protection Permit reporting, construction document development (plans, specifications and cost estimates), project management, and other related support services to accomplish the mandated requirements for Solid Waste facilities to maintain compliance with City, County, State, and Federal regulations.

Task 1 - Methane Monitoring

BMLF has 6 methane probes and a scale house that requires methane monitoring. RGLF has 5 methane probes, an office, a paint shop and a scale house that require methane monitoring. The consultant will perform quarterly methane monitoring in accordance with Arizona Department of Environmental Quality (ADEQ) requirements at both landfills using a Landtec GA-2000 or equivalent methane analyzer. Consultant will record time, barometric pressure readings, methane percent, oxygen percent and carbon dioxide percent at each location. Following completion of monitoring, the consultant will file the results with ADEQ. Details on well construction and previous reports are available at the ADEQ Records Center for review.

Task 2 - Groundwater Monitoring

BMLF has three groundwater monitoring wells and a leachate pond that requires semi-annual monitoring. RGLF has three groundwater monitoring wells that require semi-annual monitoring. All wells, with the exception of one at RGLF, have pumps in place. The consultant shall collect and analyze the groundwater samples at an Arizona Department of Health Services (ADHS) licensed laboratory. Following receipt of laboratory data, a report shall be prepared for review by the County and submittal to ADEQ. Details on well construction and previous reports are available at the ADEQ Records Center for review.

Groundwater Monitoring Services may include, but are not limited to:

- Conduct Groundwater monitoring at the County Landfills per ADEO Guidelines.
- Maintain compliance with State and Federal regulations regarding monitoring the quality of the groundwater at the Landfills.
- Monitor static water level in the monitoring wells to determine direction of the regional groundwater flow beneath the landfills.
- Report findings to State and Federal agencies as required.
- Providing other services as requested.
- Perform the following requirements when needed:
 - o Perform and coordinate groundwater sampling at County landfills, including physically collecting all samples in the field, coordinating with Arizona Department of Health Services-certified laboratory for sampling parameters and supplies, preparing all paperwork, reviewing bottle orders, ensuring all sampling parameters are met, etc. Environmental monitoring and sampling to be performed in accordance with applicable rules, regulations and legal requirements and in compliance with industry standard sampling protocols and procedures.
 - o Complete groundwater well sounding (depth measurements) and purging of groundwater monitoring wells.
 - Prepare groundwater monitoring reports for the landfills for submittal to Arizona
 Department of Environmental Quality (ADEQ) signed and sealed by a registered
 professional. Review analytical monitoring data to determine if Exceedance Conditions
 exist, complete monthly monitoring if needed due to Exceedance Conditions, and
 prepare Exceedance Reports, if needed.
 - o Perform statistical analysis from the analytical laboratory using the County's Sanitas software.
 - Review and revise as necessary the sampling and monitoring plans to stay in compliance with regulatory requirements.
 - Complete sampling of landfill leachate at the BMLF.
 - o Interact and consult with regulatory agencies (ADEQ Solid Waste Division on 40 CFR 258 and other groundwater monitoring regulations).

Task 3 - Miscellaneous Solid Waste Services

The scope of work includes miscellaneous consulting services on an as needed basis for the County. Example assignments may include financial assurance updates, Aquifer Protection Permit sampling, SWPPP sampling and reporting, Solid Waste Master Plan updates, landfill life estimates, landfill expansion design and construction management, permitting assistance, cost estimating for construction, etc. These services will be performed on a time and materials basis.

Consultant Fee's: Refer to Attachment "A" to **Service Agreement 062420** 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 062420**, 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 Consultant 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: Consultant 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 Consultant or any of its owners, officers, directors, agents, employees or Subcontractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Consultant and Subcontractor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or Subcontractor.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or Subcontractor and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability - Occurrence Form

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

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1.000.000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

4. Professional Liability (Errors and Omissions Liability)

Each Claim
Annual Aggregate

\$1,000,000

\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

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

ARTICLE 5 - IMMIGRATION LAW COMPLIANCE WARRANTY: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any Subcontractor in performance of the Agreement, Subcontractor shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractor shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractor establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its Subcontractor engaged in performance of this Agreement to ensure that the other party and its Subcontractor are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Consultant 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. Consultant 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. Consultant 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 Consultant knows or has reason to know the particular purpose for which County intends to use the goods or services, Consultant warrants that such goods or services will be fit for such particular purpose. Consultant 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 Consultant's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Consultant's warranty shall run to County, its successors, and assigns. Consultant agrees to replace or correct, at Consultant'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 Consultant to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Consultant, may make such corrections or replace such goods and services and charge Consultant for the cost incurred by the County in doing so. Consultant recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Consultant. In such event, Consultant 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. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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

ARTICLE 10 - RELATIONSHIP OF THE PARTIES: Consultant is an independent Consultant of the County. Consultant 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. Consultant warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any Subcontractor will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

It is further agreed by Consultant that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee, or agent of the County.

ARTICLE 11- NON-APPROPRIATIONS CLAUSE: Consultant 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 Consultant 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 Consultant for the same supplies or services covered under this Addendum.

ARTICLE 12 - ENTIRE CONTRACT CLAUSE: The Consultant and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Consultant of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 14 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 15- TERM: The Contract commences on the date it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

ARTICLE 16 - PAYMENT/BILLING: Consultant shall be paid an amount not to exceed \$96,500.00 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 Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

The Consultant 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 Consultant does not have a current W-9.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include

original signatures, and for all purposes shall be deemed the parties hereinabove named, on this d	
GILA COUNTY BOARD OF SUPERVISORS:	CONSULTANT: DCR Services & Construction, Inc
Chairman, Board of Supervisors	Authorized Signature
ATTEST:	Dwight E. Belyue, CEO Print Name
Marian Sheppard, Clerk of the Board of Supervisors	
APPROVED AS TO FORM:	
The Gila County Attorney's Office	



2375 East Camelback Road Suite 600 Phoenix, AZ 85016 www.dcr-services.com (602) 387-4995

August 10, 2020

James Menlove Gila County Manager 745 N. Rose Mofford Way Globe, AZ 85501

RE: Request for Qualifications No. 062420 Solid Waste Services for Landfills

Dear Mr. Menlove:

Thank you for the opportunity to provide this statement of qualifications (SOQ) to conduct solid waste services including groundwater and methane monitoring and regulatory and miscellaneous engineering support services for the Gila County Landfills. Understanding the need for accurate, timely and quality data in these types of projects, DCR Services & Construction, Inc., is ready to provide the necessary construction, engineering, environmental analysis and cost estimating services for this initiative. For this project we have teamed with Stephen B. Smith Engineering (SBS). SBS has been working at these landfills for several years.

The following SOQ outlines the advantages DCR Services & Construction, Inc., offers the County the most accurate and timely service:

- Relevant recent experience & expertise. Our project manager and key staff have provided similar professional services to the County for numerous years and have managed to complete projects on time and within budget.
- Substantial experience with the unique challenges this project will face, including the development
 of backfill and construction specifications, environmental specifications, regulatory compliance, sampling
 and analysis, and coordination with ADEQ.
- Local expertise with local staff. The firm's Management team in Phoenix provides the opportunity to leverage local staff. In utilizing local staffing, we can maintain the intimate local knowledge but also leverage the project teams that have specific, environmental, and technology experience, while still maintaining an aggressive cost, resource allocation, and schedule.

Thank you for the opportunity to support Gila County on this project, which is sure to improve the quality of life and well-being for the citizens in the County. Please let us know if additional information is required.

Respectfully,

Dwight E. Belyue, CEO

DCR Services and Construction, Inc.

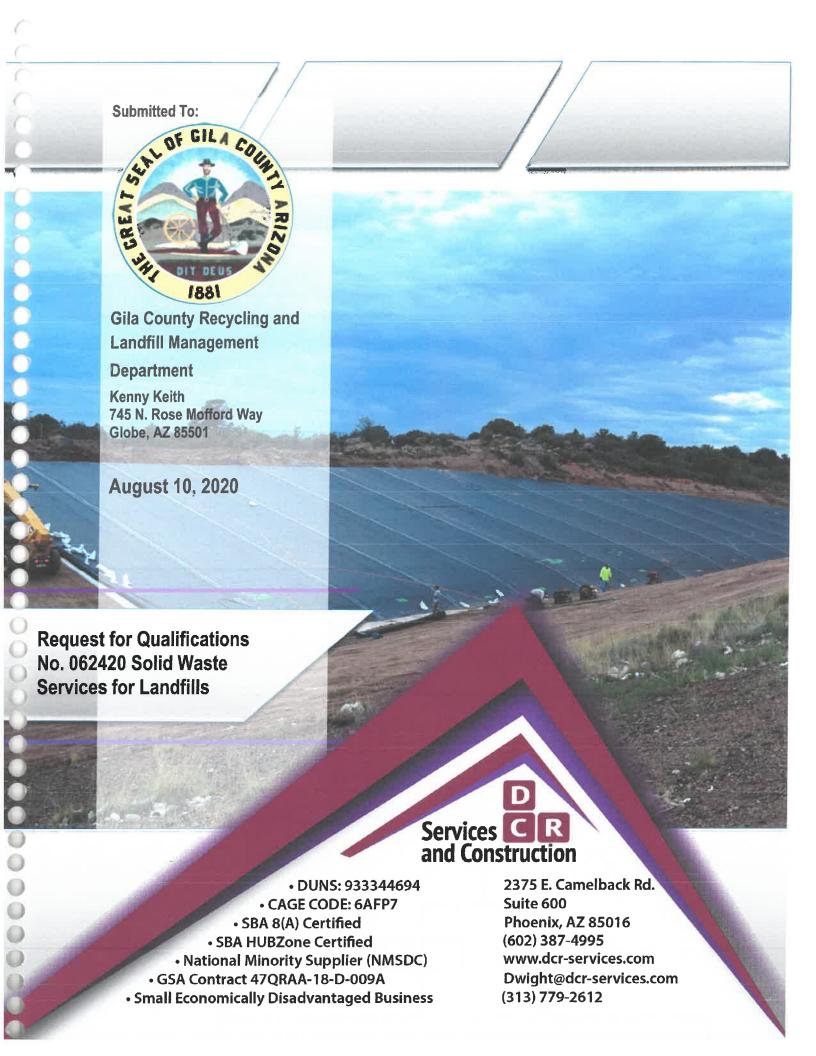




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PROPOSAL FOR PROFESSIONAL SERVICES

- 1.) DCR will be teaming with Stephen B. Smith Engineering, a registered civil engineering firm with the AZBTR. Additionally, DCR is licensed with the AZBTR as a Registered Geology firm which can provide groundwater monitoring services.
- 2.) Stephen B Smith PE sill be the Principal Engineer of Record. His qualifications are provided in the Key Personnel Section of this proposal.
- 3.a) DCR can meet the insurance requirements as demonstrated in our four (4) professional services agreements during the past year of work for Gila County.
- 3.b.) DCR has had no name changes during the last five calendar years.
- 4.) References are provided in Section E.
- 5.a.) Schedule is provided following our Scope of Work
- 5.b.) The key personnel have successfully demonstrated our ability to staff this project. The key staff have successfully accomplished these tasks on schedule in the past. The key staff are supported by more than 20 DCR employees and specialty subconsultants as needed.

SCOPE OF WORK

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Task 1 - Methane Monitoring BMLF has 6 methane probes and a scale house that requires methane monitoring. RGLF has 5 methane probes, an office, a paint shop and a scale house that require methane monitoring. The consultant will perform quarterly methane monitoring in accordance with ADEQ requirements at both landfill using a Landtec GA-2000 or equivalent methane analyzer. The methane analyzer will be calibrated prior to testing at each landfill. DCR will initially purge the probes with a vacuum purge pump to remove a minimum of 3-5 casing volumes. Following purging DCR will record time, barometric pressure readings, methane %, oxygen % and carbon dioxide percent at each location. The offices, paint shop and scale houses will be monitored for a period of 3 minutes or until field readings have stabilized. Following completion of monitoring, DCR will file the results with ADEQ in a letter report with completed field forms. DCR conducts methane monitoring with senior staff such as Mr. Petrus instead of technicians. This allows quarterly discussions of operations with each landfill's site manager.

Task 2 - Groundwater Monitoring BMLF has three groundwater monitoring wells and a leachate pond that requires semi-annual monitoring. RGLF has three groundwater monitoring well that require semi-annual monitoring. All wells, with the exception of one at RGLF (RG-P1) have pumps in place. DCR will use ADEQ low flow methods to collect water samples from RG-P3 and P4 and BM-MW1 and MW-4. RG-P1 will be collected by purging three well volumes with a bailer. BM-MW-2 will be collected using the supply pump used to fill the existing water tank. During purging of all wells, DCR will record pH, electrical conductivity and temperature using a flow through cell. All samples will be brought to Pace Laboratories (an ADHS licensed laboratory) who have been analyzing site samples for more than five years. The samples will be analyzed for EPA Appendix I parameters. Following receipt of laboratory data, DCR will prepare a report that will contain a discussion of methodology, results and conclusions. Sample results will be tabulated and the report will be appended with field sampling forms, groundwater flow maps, laboratory date report and a statistical analysis report. The statistical analysis w will be prepared using the County's Sanitas® statistical software. The report will be prepared for review by the County and submittal to ADEQ. The final report will be sealed by Keith Ross, an Arizona Registered Geologist.

- **Task 3 -** Miscellaneous Solid Waste Services The scope of work includes miscellaneous consulting services on an as needed basis for the County. Based on DCR experience at these landfills, the anticipated tasks include:
- APP Reporting Reports DCR will obtain quarterly pond pumping reports from both landfill and tabulate the
 data, calculate leakage rates and prepare a letter report that will be submitted to ADEQ following County
 review. If exceedances are observed, DCR will prepare Alert Level Reports and advise the County on
 response actions.

Gila County | Request for Qualifications No. 062420 Solid Waste Services for Landfills

- Financial Assurance Cost Estimates On an annual basis DCR will update the previous years Closure and Post-Closure Cost Estimates using ADEQ's annual inflation factor. If changes to the Closure Plan are made, DCR will develop new cost estimates that reflect these changes to be sealed by our Arizona PE.
- Annual SWPPP Training DCR is prepared to conduct annual SWPPP training for both landfills and road yard staff. DCR would prepare a Powerpoint presentation that will be conducted at the Globe Public Works Department office or the Star Valley Road Yard office and teleconferenced to County employees. The training will review the MSGP 2019 requirements.
- Landfill Capacity Calculations and Letters for Auditor's Office DCR will obtain tonnage estimates for the
 previous year's tipping reports for both landfills. Using previously established tonnage to cubic yard
 conversions, DCR will calculate the cubic yards of waste disposed at each landfill. New cubic yards used
 estimates for each landfill will be compiled in a letter report suitable for submittal to the Auditor's office.
- Assistance with Discharge Monitoring Reports (DMR) DCR will be available to assist in the preparation and ereporting of DMRs for surface water samples collected at each landfill. Additionally, DCR will review the sample results and recommend any changes to the Stormwater Pollution Prevention Plan (SWPPP) at each landfill.
- MSG Control Measure Assessment Report (CMR) If stormwater monitoring reports from the above task
 indicate and exceedance, DCR will assist the County in the preparation of a CMR and make recommendations
 on mitigation measures.
- Corrective Action Report (CAR) DCR will assist the Count in the preparation of the CAR as needed. The CAR will include a summary of the response action to any exceedance or incident of any MSGP conditions.
- Other assistance provided in the past by DCR staff have included review of sludges and waste for acceptance
 at the landfills, response to equipment releases of fuel, instruction of sludge testing and acceptance classes,
 waste screening courses and day to day operational and regulatory questions.

PROJECT SCHEDULE

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DCR is prepared to commence this project in early September 2020 or within one week of contract award. This will coincide with the third quarter 2020 methane monitoring requirement for Task 1 of the SOW. Additional deadlines and milestones to be completed for this Tasks 1 and 2 include the following:

- Methane Monitoring Field work will be completed by the end of September, December, March and June of each year contract year and reports to ADEQ will be submitted within one week of completion of field work.
- Groundwater Monitoring Field Work to be completed by the end of June and November of each contract.
 Reports to be submitted to ADEQ within 2 weeks of receipt of analytical data.
- Additional deadlines and requirements expected to be completed under Task 3.
- APP Reporting Reports to ADEQ will be submitted within one week following completion of each quarter for the months of March, June, September, and December.
- Preparation of Financial Assurance costs and estimates within 2 weeks following ADEQ's posting of annual
 inflation factor at the end of March 31 of each contract year.
- Preparation and conduct of annual SWPPP training for both landfills and road yard staff during February of each contract year.
- Preparation of landfill capacity calculations and letters for Auditor's office following the receipt of the June 30 end of year tipping tonnage.
- Assistance with Discharge Monitoring Reports (DMR) within 30 days of receipt of lab data or a "No Data Report" for periods with no discharge samples by June 30 and November 30 of each contract year.
- APP exceedance alert reports within 14 days of occurrence.
- MSG Control Measure Assessment Report (CMR) to ADEQ within 30 days of receipt of analytical data.
- Corrective Action Report (CMR) for MSGP within 30 days of incident discovery.

A. EXPERIENCE OF KEY PERSONNEL

For this project, DCR proposes 3 key personnel who will be supported by project staff on an as needed basis. Following is a discussion of the key project personnel.

Richard Petrus, CEM - Mr. Petrus will serve as project manager. He has more than 40 years of solid waste experience and has been managing solid waste engineering projects at both Gila County landfills for more than 25 years and has a unique knowledge of each landfill. Within the previous three years he has managed 6 groundwater monitoring events, 12 methane monitoring events, installed groundwater monitoring wells at BMLF and provided APP reporting for each landfill. He has also managed the preparation of Financial Assurance Documents, Auditor General capacity estimates, prepared SWPPPs for the landfills in addition to SWPPP training of County employees. He has assisted the County in the filing of Discharge Monitoring Reports to ADEQ. In the past 3 years he has managed the design and construction of a landfill expansion at BMLF, received an amendment for the vertical expansion at BMLF and the redesign of the closure plan for RGLF. For Greenlee County he has conducted methane monitoring at the County's two less than 100 T/Day high elevation landfills and prepared the design of a replacement methane monitoring well at one of the landfills. Relevant Project Experience:

Project Manager - Gila County Landfill Groundwater and Methane Monitoring and Miscellaneous Solid Waste Tasks Project Manager and Field Geologist – Buckhead Mesa Monitoring Well Installation

Project Manager - RGLF Regrading and SWPPP Preparation

Project and Construction Manager - BMLF Stage 3 Lateral Expansion. This project was conducted for Gila County and involved the design and construction management of a landfill expansion. It involved construction oversight and preparation of a certification report. The project was \$175K and was completed under budget. Period of performance was December 2018 through September 2019.

Stephen B. Smith, PE - Mr. Smith will serve as Engineer of Record for the project. Mr. Smith has extensive experience in developing, planning, designing and implementing various programs both in the solid waste and hazardous waste fields. Experience includes evaluation of technologies for collection, transfer, treatment, landfilling, landfill gas generation modelling, landfill gas collection, landfill gas treatment, landfill gas to energy systems and recovery, recycling, composting, and marketing of various byproducts. Mr. Smith complements these programs with more than 41 years of experience in solid waste management, landfill construction, landfill gas recovery and energy system construction, environmental engineering, and compliance/safety training, including extensive experience in management and operations of landfill gas systems, landfill gas to energy facilities, landfill facilities and transfer stations. An Arizona PE, Mr. Smith recently was responsible for a regrading project at RGLF and was the engineer of record for the preparation of SWPPPs for BMLF and RGLF in addition to the SWPPPs for the five County Road Maintenance Yards. Relevant Project Experience:

Project Engineer - Gila County Landfill Groundwater Miscellaneous Solid Waste Tasks - BMLF SWPPP.

Project Engineer - RGLF Regrading and SWPPP Preparation

Keith A. Ross, RG – Mr. Ross will serve as Project Hydrogeologist. He is a registered geologist who has been working at the Gila County Landfills for more than 15 years. He has been responsible for the statistical analysis using the County's Sanitas® Software for groundwater sampling events at BMLF and RGLF. He has also served as project geologist and has reviewed and sealed the monitoring reports for submittal to ADEQ. He was the geologist of record and sealed the well completion report for the monitoring well installed at BMLF in 2019. For the last 4 years, Mr. Ross has been providing senior technical support for National Park Service (NPS) EE/CA investigations for the Orphan Mine and tailings disposal site on the south rim of Grand Canyon National Park. He has also been the lead hydrogeologist on four EE/CAs (State and Federal Superfund sites) for the State of Arizona. For more than 5 years, Mr. Ross worked for ADEQ where he gained relevant experience in ADEQ's waste management regulations and requirements. Relevant Project Experience:

Project Geologist - Gila County Landfill Groundwater Methane Monitoring

Project Geologist

– Buckhead Mesa Monitoring Well Installation

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B. STAFFING INFORMATION FOR KEY PERSONNEL

- 1. More than 50% of Mr. Petrus' time is available for this project. Based on our experience over the past 25 years of working with the County, this is more than adequate to complete the project assignments. Mr. Petrus has not missed a regulatory deadline on the County's projects. Mr. Smith and Mr. Ross have at least 20% availability to support this project. Historically, their work on Gila projects averaged less than 20%. DCR can meet the County's needs.
- 2. DCR is committed to support this project and maintain continuity. For more than 25 years Mr. Petrus' has completed the required work for the County. Mr. Petrus, Smith, and Ross have been working together for more than 15 years. This will teamwork will provide a seamless project.
- 3. Following is our organization chart that is simple straightforward and meets the needs for this project.



4. DCR's principal office is in Detroit. All three key employees home office is in Phoenix.

C. EXPERIENCE OF THE FIRM

DCR is an SBA 8(a) and HUBZone certified minority, small, disadvantaged general contracting company whose headquarters is in Detroit, MI with offices in Phoenix, AZ, Raleigh and Fort Bragg, NC, and an additional site office at remedial project site in OH. Our Phoenix-based office that will lead this project specializes in environmental consulting. Following are relevant descriptions of projects completed within the past 3 years.

Project Name: Gila County, Groundwater and Methane Monitoring and Miscellaneous Solid Waste Services.

Project Owner: Gila County, AZ

Total Contract Value: \$49,000 Final Contract Value: \$49,000

Period of Performance: June 2019 - June 2020

Description of Services: Gila County operates two landfills. DCR has been hired to conduct methane, groundwater and AZPDES Monitoring at both landfills. Additionally, DCR has installed monitor wells. DCR is currently conducting a feasibility study to expand one of the landfills. At the other landfill, DCR is providing engineering services to close a portion of the landfill. DCR has also been tasked with revising the MSGP at each of the landfills. DCR staff have been responsible for managing the design and construction of landfill expansions totaling 25 acres of additional space.

Project Name: Russell Gulch Re-contouring and SWPPP Revision | Project Owner: Gila County, AZ

Total Contract Value: \$28,300 Final Contact Value: \$23,000 | **Period of Performance:** November 2019 - July 2020

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Gila County | Request for Qualifications No. 062420 Solid Waste Services for Landfills

Description of Services: DCR is performing engineering design analysis to develop a re-contouring plan for the landfill to obtain a final topography for closure of a portion of the landfill. DCR will use the permitted final contour design and will provide cut and fill plans to maximize landfill air space. DCR will also provide estimated life of the re-contoured area based on the current disposal rates and remaining airspace. Recent water sampling events resulted in exceedances of water quality limits. DCR staff have completed field inspections of the site and made recommended engineering controls which the County has implemented. DCR will revise the current SWPPP to include these design changes and establish an upgradient sampling location to assess non-County contributions to the site drainage.

Project Name: Buckhead Mesa Landfill Feasibility Study | **Project Owner:** Gila County, AZ **Total Contract Value:** \$43,100 - Ongoing | **Period of Performance:** November 2019 - Ongoing

Description of Services: DCR is proving engineering services to Gila County by conducting a feasibility study for the expansion of their landfill in Payson, AZ. Currently archaeological studies are in progress. Following these clearances, DCR will conduct test borings and test pits to collect soil samples and determine the depth to bedrock in order to assess excavation depths for a new landfill. Once this information is obtained, DCR will develop conceptual designs of a new landfill and calculate potential landfill waste volumes which will be used to assess the practical and economic feasibility of constructing the new landfill expansion.

Project Name: Buckhead Mesa Landfill (BMLF) Monitoring Well Installation | Project Owner: Gila County, AZ Total Contract Value: \$27,000 Final Contract Value: \$38,100 Additional funds needed to drill deeper to find water. Period of Performance: August 2019 - October 2019

Description of Services: The BMLF required an additional groundwater monitoring well. DCR staff completed the well permit and contracted a drilling firm to install the well under supervision by a DCR geologist. The well was installed and developed according to state requirements. DCR prepared a well installation report for submittal to ADEQ.

Project Name: Greenlee County Methane Monitoring | Project Owner: Greenlee County, AZ

Total Contact Value: \$3,800 Final Contract Value: \$3,800 Period of Performance: November 2019 - January 2020

Description of Services: Provided methane monitoring at the County's two landfills. Designed a new methane

probe and retested the probes. Completed letter reports to ADEQ.

D. PRICE

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1. DCR will conduct Task 1 - Quarterly Methane Monitoring at both landfills for an annual fixed fee of \$4,000. Task 2 – Semi-annual Groundwater Monitoring at both landfills will be conducted at an annual fixed fee of \$23,000.

2. Key Personnel Maximum Billing Rates are: Mr. Petrus \$160/hr, Mr. Smith \$175/hr, and Mr. Ross \$140/hr.

3. DCR's Current Fee Schedule is attached.

E. REFERENCE CHECK

Kenny Keith, Manager, Gila County Recycling and Landfill Management

Phone: (928) 200-7676 | E-mail kkeith@gilacountyaz.gov

Scope: Groundwater and Methane Monitoring at BMLF and RGLF and Miscellaneous Solid Waste Services. Both landfills are small (<100T/day), remote, high elevation landfills

Phil Ronnerud, PE, Retired Greenlee County Engineer Phone: (928) 651-4717 | E-mail par1974@gmail.com

Scope: Methane monitoring at the closed Blue and active Loma Linda Landfill in Greenlee County. <u>Both landfills</u> are/were small (<100T/day), remote, high elevation landfills

Angel Vail, Property Manager, Cushman-Wakefield

Phone: (602) 229-5862 | E-mail angel.vail@cushwake.com

Scope: Methane monitoring at a shopping plaza built on a former landfill. Monitoring of methane probes, suites and maintenance of methane sensors and alarms. On-call response to methane alarms.

Section G. RESPONSE CERTIFICATION

22-July-2020	
(DATE)	
Purchasing Services Department	
The undersigned certifies that to the be	st of his or her knowledge: (check one)
There is no officer or employee of interest in any Contract award s	of Gila County who has, or whose relative has, a substantial ubsequent to this Response.
	officers or employees of Gila County who have, or whose est in any Contract award subsequent to this Response are e submittal
debarred, suspended, or proposed for d	their firm (check one) IS or IS NOT currently ebarment by any federal or state entity. The undersigned ange in this status, shall one occur, until such time as an ement action.
and after carefully reviewing all the terr	ications No. 062420 Solid Waste Services for Landfills, ms and conditions imposed therein, the undersigned agrees with the specifications/scope of work according to the ed upon by subsequent negotiation.
X	Dwight E. Belyue
(signed)	(by)
DCR Services and Construction, Inc.	Chief Executive Officer
(firm)	(title)
16845 North 29th Avenue, Suite 30 Phoenix, AZ 85053	313.779.2612
(address)	(phone number)

DCR SERVICES & CONSTRUCTION, INC., PROFESSIONAL SERVICES

2020 FEE SCHEDULE

Senior Project Manager Project Manager I-II Project Coordinator	\$155 to \$178/hour
Environmental/Ecological Services Senior Subject Matter Expert I-II Senior Environmental Consultant Environmental Consultant I-V Environmental Technicians I-III	\$164/hour \$110 to \$160/hour
Administrative Services Firm Principal/Project Executive Expert Testimony	\$250/hour
Reproduction Fees	
8.5" X 11" photo copies	\$1/each
Travel Fees Company Vehicle Mileage Travel Expense	
Miscellaneous Fees Postage/Shipping Conference Calls	

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, outside reproductions, document purchases, equipment rental, and sub-consultants shall be billed at cost plus 15%. Mileage shall be billed at current IRS allowable rate. All other project reimbursable expenses shall be billed in accordance with the attached Reimbursable Fee Schedule. All permit, application, and submittal fees shall be paid directly by the client.



2375 East Camelback Road Suite 600 Phoenix, AZ 85016 www.dcr-services.com (602) 387-4995

August 10, 2020

James Menlove Gila County Manager 745 N. Rose Mofford Way Globe, AZ 85501

RE: Request for Qualifications No. 062420 Solid Waste Services for Landfills

Dear Mr. Menlove:

Thank you for the opportunity to provide this statement of qualifications (SOQ) to conduct solid waste services including groundwater and methane monitoring and regulatory and miscellaneous engineering support services for the Gila County Landfills. Understanding the need for accurate, timely and quality data in these types of projects, DCR Services & Construction, Inc., is ready to provide the necessary construction, engineering, environmental analysis and cost estimating services for this initiative. For this project we have teamed with Stephen B. Smith Engineering (SBS). SBS has been working at these landfills for several years.

The following SOQ outlines the advantages DCR Services & Construction, Inc., offers the County the most accurate and timely service:

- Relevant recent experience & expertise. Our project manager and key staff have provided similar professional services to the County for numerous years and have managed to complete projects on time and within budget.
- Substantial experience with the unique challenges this project will face, including the development
 of backfill and construction specifications, environmental specifications, regulatory compliance, sampling
 and analysis, and coordination with ADEQ.
- Local expertise with local staff. The firm's Management team in Phoenix provides the opportunity to leverage local staff. In utilizing local staffing, we can maintain the intimate local knowledge but also leverage the project teams that have specific, environmental, and technology experience, while still maintaining an aggressive cost, resource allocation, and schedule.

Thank you for the opportunity to support Gila County on this project, which is sure to improve the quality of life and well-being for the citizens in the County. Please let us know if additional information is required.

Respectfully,

Dwight E. Belyue, CEO

DCR Services and Construction, Inc.

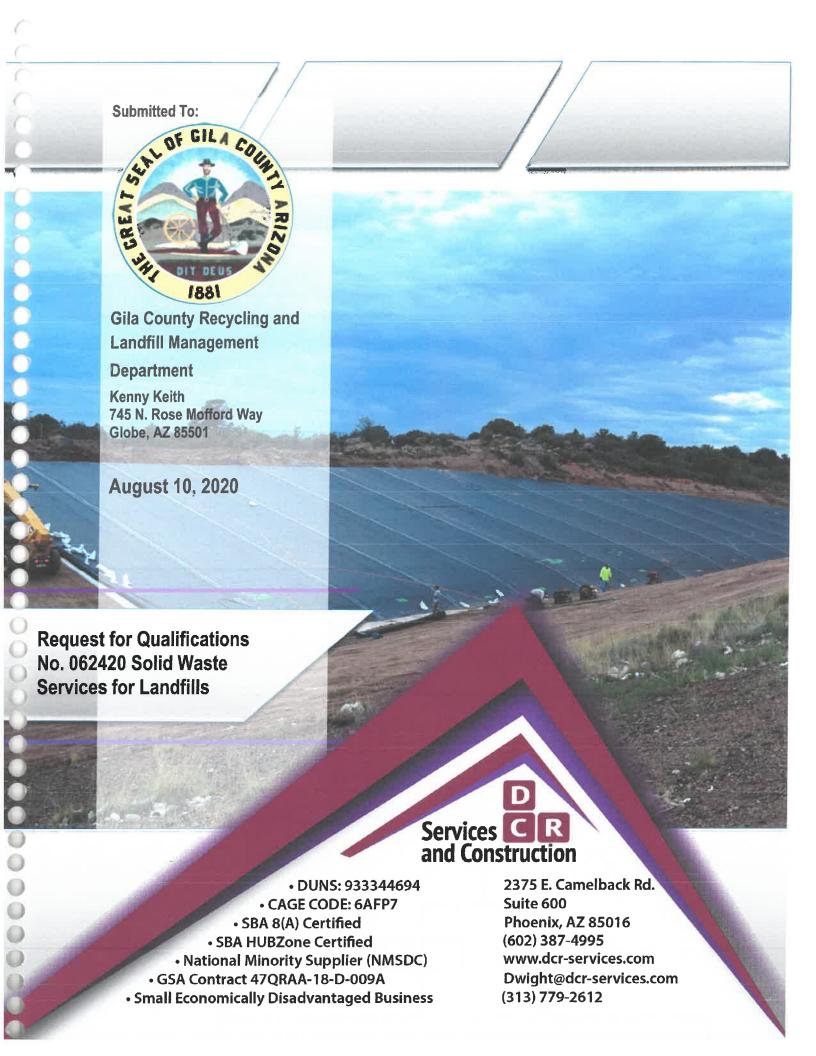




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PROPOSAL FOR PROFESSIONAL SERVICES

- 1.) DCR will be teaming with Stephen B. Smith Engineering, a registered civil engineering firm with the AZBTR. Additionally, DCR is licensed with the AZBTR as a Registered Geology firm which can provide groundwater monitoring services.
- 2.) Stephen B Smith PE sill be the Principal Engineer of Record. His qualifications are provided in the Key Personnel Section of this proposal.
- 3.a) DCR can meet the insurance requirements as demonstrated in our four (4) professional services agreements during the past year of work for Gila County.
- 3.b.) DCR has had no name changes during the last five calendar years.
- 4.) References are provided in Section E.
- 5.a.) Schedule is provided following our Scope of Work
- 5.b.) The key personnel have successfully demonstrated our ability to staff this project. The key staff have successfully accomplished these tasks on schedule in the past. The key staff are supported by more than 20 DCR employees and specialty subconsultants as needed.

SCOPE OF WORK

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Task 1 - Methane Monitoring BMLF has 6 methane probes and a scale house that requires methane monitoring. RGLF has 5 methane probes, an office, a paint shop and a scale house that require methane monitoring. The consultant will perform quarterly methane monitoring in accordance with ADEQ requirements at both landfill using a Landtec GA-2000 or equivalent methane analyzer. The methane analyzer will be calibrated prior to testing at each landfill. DCR will initially purge the probes with a vacuum purge pump to remove a minimum of 3-5 casing volumes. Following purging DCR will record time, barometric pressure readings, methane %, oxygen % and carbon dioxide percent at each location. The offices, paint shop and scale houses will be monitored for a period of 3 minutes or until field readings have stabilized. Following completion of monitoring, DCR will file the results with ADEQ in a letter report with completed field forms. DCR conducts methane monitoring with senior staff such as Mr. Petrus instead of technicians. This allows quarterly discussions of operations with each landfill's site manager.

Task 2 - Groundwater Monitoring BMLF has three groundwater monitoring wells and a leachate pond that requires semi-annual monitoring. RGLF has three groundwater monitoring well that require semi-annual monitoring. All wells, with the exception of one at RGLF (RG-P1) have pumps in place. DCR will use ADEQ low flow methods to collect water samples from RG-P3 and P4 and BM-MW1 and MW-4. RG-P1 will be collected by purging three well volumes with a bailer. BM-MW-2 will be collected using the supply pump used to fill the existing water tank. During purging of all wells, DCR will record pH, electrical conductivity and temperature using a flow through cell. All samples will be brought to Pace Laboratories (an ADHS licensed laboratory) who have been analyzing site samples for more than five years. The samples will be analyzed for EPA Appendix I parameters. Following receipt of laboratory data, DCR will prepare a report that will contain a discussion of methodology, results and conclusions. Sample results will be tabulated and the report will be appended with field sampling forms, groundwater flow maps, laboratory date report and a statistical analysis report. The statistical analysis w will be prepared using the County's Sanitas® statistical software. The report will be prepared for review by the County and submittal to ADEQ. The final report will be sealed by Keith Ross, an Arizona Registered Geologist.

- **Task 3 -** Miscellaneous Solid Waste Services The scope of work includes miscellaneous consulting services on an as needed basis for the County. Based on DCR experience at these landfills, the anticipated tasks include:
- APP Reporting Reports DCR will obtain quarterly pond pumping reports from both landfill and tabulate the
 data, calculate leakage rates and prepare a letter report that will be submitted to ADEQ following County
 review. If exceedances are observed, DCR will prepare Alert Level Reports and advise the County on
 response actions.

Gila County | Request for Qualifications No. 062420 Solid Waste Services for Landfills

- Financial Assurance Cost Estimates On an annual basis DCR will update the previous years Closure and Post-Closure Cost Estimates using ADEQ's annual inflation factor. If changes to the Closure Plan are made, DCR will develop new cost estimates that reflect these changes to be sealed by our Arizona PE.
- Annual SWPPP Training DCR is prepared to conduct annual SWPPP training for both landfills and road yard staff. DCR would prepare a Powerpoint presentation that will be conducted at the Globe Public Works Department office or the Star Valley Road Yard office and teleconferenced to County employees. The training will review the MSGP 2019 requirements.
- Landfill Capacity Calculations and Letters for Auditor's Office DCR will obtain tonnage estimates for the
 previous year's tipping reports for both landfills. Using previously established tonnage to cubic yard
 conversions, DCR will calculate the cubic yards of waste disposed at each landfill. New cubic yards used
 estimates for each landfill will be compiled in a letter report suitable for submittal to the Auditor's office.
- Assistance with Discharge Monitoring Reports (DMR) DCR will be available to assist in the preparation and ereporting of DMRs for surface water samples collected at each landfill. Additionally, DCR will review the sample results and recommend any changes to the Stormwater Pollution Prevention Plan (SWPPP) at each landfill.
- MSG Control Measure Assessment Report (CMR) If stormwater monitoring reports from the above task
 indicate and exceedance, DCR will assist the County in the preparation of a CMR and make recommendations
 on mitigation measures.
- Corrective Action Report (CAR) DCR will assist the Count in the preparation of the CAR as needed. The CAR will include a summary of the response action to any exceedance or incident of any MSGP conditions.
- Other assistance provided in the past by DCR staff have included review of sludges and waste for acceptance
 at the landfills, response to equipment releases of fuel, instruction of sludge testing and acceptance classes,
 waste screening courses and day to day operational and regulatory questions.

PROJECT SCHEDULE

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DCR is prepared to commence this project in early September 2020 or within one week of contract award. This will coincide with the third quarter 2020 methane monitoring requirement for Task 1 of the SOW. Additional deadlines and milestones to be completed for this Tasks 1 and 2 include the following:

- Methane Monitoring Field work will be completed by the end of September, December, March and June of each year contract year and reports to ADEQ will be submitted within one week of completion of field work.
- Groundwater Monitoring Field Work to be completed by the end of June and November of each contract.
 Reports to be submitted to ADEQ within 2 weeks of receipt of analytical data.
- Additional deadlines and requirements expected to be completed under Task 3.
- APP Reporting Reports to ADEQ will be submitted within one week following completion of each quarter for the months of March, June, September, and December.
- Preparation of Financial Assurance costs and estimates within 2 weeks following ADEQ's posting of annual
 inflation factor at the end of March 31 of each contract year.
- Preparation and conduct of annual SWPPP training for both landfills and road yard staff during February of each contract year.
- Preparation of landfill capacity calculations and letters for Auditor's office following the receipt of the June 30 end of year tipping tonnage.
- Assistance with Discharge Monitoring Reports (DMR) within 30 days of receipt of lab data or a "No Data Report" for periods with no discharge samples by June 30 and November 30 of each contract year.
- APP exceedance alert reports within 14 days of occurrence.
- MSG Control Measure Assessment Report (CMR) to ADEQ within 30 days of receipt of analytical data.
- Corrective Action Report (CMR) for MSGP within 30 days of incident discovery.

A. EXPERIENCE OF KEY PERSONNEL

For this project, DCR proposes 3 key personnel who will be supported by project staff on an as needed basis. Following is a discussion of the key project personnel.

Richard Petrus, CEM - Mr. Petrus will serve as project manager. He has more than 40 years of solid waste experience and has been managing solid waste engineering projects at both Gila County landfills for more than 25 years and has a unique knowledge of each landfill. Within the previous three years he has managed 6 groundwater monitoring events, 12 methane monitoring events, installed groundwater monitoring wells at BMLF and provided APP reporting for each landfill. He has also managed the preparation of Financial Assurance Documents, Auditor General capacity estimates, prepared SWPPPs for the landfills in addition to SWPPP training of County employees. He has assisted the County in the filing of Discharge Monitoring Reports to ADEQ. In the past 3 years he has managed the design and construction of a landfill expansion at BMLF, received an amendment for the vertical expansion at BMLF and the redesign of the closure plan for RGLF. For Greenlee County he has conducted methane monitoring at the County's two less than 100 T/Day high elevation landfills and prepared the design of a replacement methane monitoring well at one of the landfills. Relevant Project Experience:

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- 3. Following is our organization chart that is simple straightforward and meets the needs for this project.



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Total Contract Value: \$49,000 Final Contract Value: \$49,000

Period of Performance: June 2019 - June 2020

Description of Services: Gila County operates two landfills. DCR has been hired to conduct methane, groundwater and AZPDES Monitoring at both landfills. Additionally, DCR has installed monitor wells. DCR is currently conducting a feasibility study to expand one of the landfills. At the other landfill, DCR is providing engineering services to close a portion of the landfill. DCR has also been tasked with revising the MSGP at each of the landfills. DCR staff have been responsible for managing the design and construction of landfill expansions totaling 25 acres of additional space.

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Gila County | Request for Qualifications No. 062420 Solid Waste Services for Landfills

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Description of Services: DCR is proving engineering services to Gila County by conducting a feasibility study for the expansion of their landfill in Payson, AZ. Currently archaeological studies are in progress. Following these clearances, DCR will conduct test borings and test pits to collect soil samples and determine the depth to bedrock in order to assess excavation depths for a new landfill. Once this information is obtained, DCR will develop conceptual designs of a new landfill and calculate potential landfill waste volumes which will be used to assess the practical and economic feasibility of constructing the new landfill expansion.

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Description of Services: The BMLF required an additional groundwater monitoring well. DCR staff completed the well permit and contracted a drilling firm to install the well under supervision by a DCR geologist. The well was installed and developed according to state requirements. DCR prepared a well installation report for submittal to ADEQ.

Project Name: Greenlee County Methane Monitoring | Project Owner: Greenlee County, AZ

Total Contact Value: \$3,800 Final Contract Value: \$3,800 Period of Performance: November 2019 - January 2020

Description of Services: Provided methane monitoring at the County's two landfills. Designed a new methane

probe and retested the probes. Completed letter reports to ADEQ.

D. PRICE

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1. DCR will conduct Task 1 - Quarterly Methane Monitoring at both landfills for an annual fixed fee of \$4,000. Task 2 – Semi-annual Groundwater Monitoring at both landfills will be conducted at an annual fixed fee of \$23,000.

2. Key Personnel Maximum Billing Rates are: Mr. Petrus \$160/hr, Mr. Smith \$175/hr, and Mr. Ross \$140/hr.

3. DCR's Current Fee Schedule is attached.

E. REFERENCE CHECK

Kenny Keith, Manager, Gila County Recycling and Landfill Management

Phone: (928) 200-7676 | E-mail kkeith@gilacountyaz.gov

Scope: Groundwater and Methane Monitoring at BMLF and RGLF and Miscellaneous Solid Waste Services. Both landfills are small (<100T/day), remote, high elevation landfills

Phil Ronnerud, PE, Retired Greenlee County Engineer Phone: (928) 651-4717 | E-mail par1974@gmail.com

Scope: Methane monitoring at the closed Blue and active Loma Linda Landfill in Greenlee County. <u>Both landfills</u> are/were small (<100T/day), remote, high elevation landfills

Angel Vail, Property Manager, Cushman-Wakefield

Phone: (602) 229-5862 | E-mail angel.vail@cushwake.com

Scope: Methane monitoring at a shopping plaza built on a former landfill. Monitoring of methane probes, suites and maintenance of methane sensors and alarms. On-call response to methane alarms.

Section G. RESPONSE CERTIFICATION

22-July-2020	
(DATE)	
Purchasing Services Department	
The undersigned certifies that to the be	st of his or her knowledge: (check one)
There is no officer or employee of interest in any Contract award s	of Gila County who has, or whose relative has, a substantial ubsequent to this Response.
	officers or employees of Gila County who have, or whose est in any Contract award subsequent to this Response are e submittal
debarred, suspended, or proposed for d	their firm (check one) IS or IS NOT currently ebarment by any federal or state entity. The undersigned ange in this status, shall one occur, until such time as an ement action.
and after carefully reviewing all the terr	ications No. 062420 Solid Waste Services for Landfills, ms and conditions imposed therein, the undersigned agrees with the specifications/scope of work according to the ed upon by subsequent negotiation.
X	Dwight E. Belyue
(signed)	(by)
DCR Services and Construction, Inc.	Chief Executive Officer
(firm)	(title)
16845 North 29th Avenue, Suite 30 Phoenix, AZ 85053	313.779.2612
(address)	(phone number)

DCR SERVICES & CONSTRUCTION, INC., PROFESSIONAL SERVICES

2020 FEE SCHEDULE

Senior Project Manager Project Manager I-II Project Coordinator	\$155 to \$178/hour
Environmental/Ecological Services Senior Subject Matter Expert I-II Senior Environmental Consultant Environmental Consultant I-V Environmental Technicians I-III	\$164/hour \$110 to \$160/hour
Administrative Services Firm Principal/Project Executive Expert Testimony	\$250/hour
Reproduction Fees	
8.5" X 11" photo copies	\$1/each
Travel Fees Company Vehicle Mileage Travel Expense	
Miscellaneous Fees Postage/Shipping Conference Calls	

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, outside reproductions, document purchases, equipment rental, and sub-consultants shall be billed at cost plus 15%. Mileage shall be billed at current IRS allowable rate. All other project reimbursable expenses shall be billed in accordance with the attached Reimbursable Fee Schedule. All permit, application, and submittal fees shall be paid directly by the client.



August 10, 2020

Geosyntec Consultants, Inc. 11811 N. Tatum Blvd., Ste. P-186 Phoenix, AZ 85028 P (602) 513-5812 www.geosyntec.com

Betty Hurst Contracts Administrator Copper Building 1400 East Ash Street Globe, AZ 85501

Subject: Request for Qualifications (RFQ) No. 062420 - SOLID WASTE SERVICES FOR LANDFILLS

Dear Ms. Hurst:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this Statement of Qualifications (SOQ) to Gila County (County) for Solid Waste Services for the Buckhead Mesa Landfill (BMLF) and Russell Gulch Landfill (RGLF) in Gila County. Having provided solid waste engineering services to municipalities throughout Arizona and the southwestern U.S. since the early 1990s, we have the qualifications the County is seeking, and we understand the County's challenges and goals associated with its landfills.

MISSION STATEMENT

Geosyntec Consultants will help reduce the County's short- and long-term liability and costs associated with your solid waste disposal sites while maintaining the highest level of regulatory compliance through preparation of superior reports and productive regulatory interaction. Geosyntec will work closely with County staff to accomplish this mission.

ABOUT GEOSYNTEC

Geosyntec started as a landfill engineering company in the early 1980s, and has developed a reputation for identifying creative solutions to challenging issues, streamlining and optimizing processes and systems, and identifying significant cost-saving measures for landfill monitoring, reporting, and as-needed landfill engineering services. Geosyntec will work closely with the County to evaluate their monitoring and reporting process, identify enhancements to streamline the process, maintain a high level of quality for the documents submitted to the Arizona Department of Environmental Quality (ADEQ), and alleviate the burden of compliance on County staff.

Providing the County with unmatched landfill expertise recognized as "first to field" in the application of technology to landfill engineering, Geosyntec is a recognized leader in helping municipalities achieve and maintain safe and secure containment of regulated and unregulated wastes. We provide comprehensive landfill life-cycle engineering services ranging from siting, permitting, design, construction management/quality assurance, monitoring and reporting, through closure/post-closure care. Geosyntec is widely recognized for its award-winning work and the application of cost-saving and technically sound solutions on landfill and disposal sites. Our exceptional understanding of environmental regulations and application of leading-edge technology makes Geosyntec uniquely qualified to support the County's landfill program.

- ✓ Experience and Technical Competence The Geosyntec project team has the qualifications and Arizona-based expertise that the County requires to provide exceptional groundwater, leachate, methane monitoring & reporting, and comprehensive landfill support services at the BMLF and RGLF. Geosyntec's pertinent, regional, and ongoing landfill water quality monitoring and reporting and comprehensive landfill engineering experience includes:
 - o Waste Management of Arizona (WMA): Since 1999, Geosyntec has been providing continuous consulting services including design, permitting, compliance, and construction quality assurance (CQA) services for WMA at eight of their active and closed landfills. These services have included: design for multiple Type IV permit expansions; construction-level waste unit cell design and CQA; stormwater drainage and impoundment design;



support for groundwater monitoring and production well installation; gas probe installation; leachate conveyance and storage system design and CQA; operations support; waste unit clean closure sampling and certification; final cover design, CQA, and closure certification; and cost estimating for closure and post-closure financial assurance requirements.

- O ADEQ Water Quality Assurance Revolving Fund: Since 2014 in association with the former El Camino del Cerro Landfill, Geosyntec completed a data gap analysis; conducted semi-annual and annual groundwater monitoring of up to 16 groundwater monitor wells; collected methane gas samples and evaluated potential alternative collection/treatment technologies; evaluated landfill soil vapor extraction and hydraulic containment systems; developed a three-dimensional MODFLOW groundwater model to assess contaminant migration and capture; and completed Feasibility Study and Proposed Remedial Action Plan reports.
- o County of San Bernardino Department of Public Works: Routine water quality monitoring, reporting, and response services for 25 active and inactive landfills since 2018, and as-needed landfill engineering services since 2019. The County's landfills include small active landfills in rural areas and high-altitude landfills (greater than 7,000 feet) in mountainous terrain.
- o **Orange County Waste & Recycling (OCW&R):** Routine groundwater monitoring, reporting, and comprehensive landfill engineering/environmental, and regulatory compliance support services for 25 landfills since 1990.
- o County of San Diego Department of Public Works: Routine water quality monitoring and reporting, as-needed storm water and comprehensive landfill engineering, and environmental consulting services to the County of San Diego for their 13 inactive landfills since 1999.
- o Imperial County Department of Public Works: Landfill services including preparation of Notice of Intents and Storm Water Pollution Prevention Plans (SWPPPs) for 4 active landfills since 2011.
- o **USA Waste, Clean Harbors, and Chemical Waste Management:** Comprehensive landfill engineering services including facility planning, landfill expansion support, cell design, permitting, and construction CQA services.
- Proposed Method to Accomplish the Work Geosyntec's landfill experience provides a demonstrated ability to perform comprehensive landfill monitoring and reporting projects following a proven, efficient, and cost-effective approach. The landfill services we have provided throughout Arizona and the southwestern U.S. since 1990 provide us with an excellent and diverse understanding of landfills, the applicable regulatory policies, and how to streamline monitoring and reporting programs to maximize efficiency and cost savings. Geosyntec is well known for identifying creative solutions to challenging issues, streamlining and optimizing processes and systems, and identifying significant cost-saving measures for landfill programs. We look forward to the opportunity to work with the County to identify areas where the current monitoring and reporting program may be enhanced to improve efficiency, reduce costs, and alleviate the burden of compliance on County staff while maintaining a high level of quality for the documents submitted to the ADEQ. We will also provide as-needed expert environmental consulting services to develop the most practical and cost-effective approach to mitigate potential environmental issues at the BMLF and RGLF, if needed and as requested. Because of the depth of our experience with routine monitoring and reporting programs, we have recently facilitated successful and efficient transitions from the long-term incumbent on large-scale landfill monitoring and reporting programs for the County of San Bernardino and the City of San Diego, and we anticipate a smooth transition from the County's current consultant on the BMLF and RGLF to the Geosyntec Team.

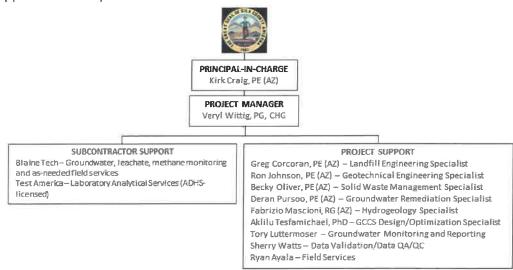
ROUTINE GROUNDWATER, LEACHATE, AND METHANE MONITORING AND REPORTING SERVICES: Geosyntec will perform the routine groundwater, leachate, and methane monitoring and reporting for the two County solid waste disposal sites as outlined in RFQ 062420. The RFQ describes the monitoring frequency, sampling points, analytical requirements, statistical evaluation requirements, reporting requirements, and required response actions related to notification of releases. Routine monitoring services will be performed to meet stringent sampling and analytical procedures to provide representative, reproducible, and defensible data. Timely evaluation of data and communication with the County are essential to identify sites where Exceedance Reports may need to be prepared. Geosyntec has selected Blaine Tech Services (BTS), a trusted long-term teaming partner and firm specializing in groundwater sampling, to collect the necessary groundwater, leachate, and methane samples in accordance with ADEQ guidelines at BMLF and RGLF. BTS personnel will provide these services under the direction of the Geosyntec Project Manager. Geosyntec works closely with BTS on numerous ongoing groundwater monitoring projects, and



they share a similar philosophy of exceptional client service and providing the highest quality sampling services. Laboratory analytical services will be provided by Eurofins Test America Laboratory (an Arizona Department of Health Services-licensed laboratory) in Phoenix. Geosyntec has prepared and submitted hundreds of landfill routine monitoring reports. Our internal peer review and document quality management process ensures that reports are prepared on-time, under budget, and in accordance with the appropriate ADEQ requirement.

MISCELLANEOUS SOLID WASTE SERVICES: We recognize a variety of tasks may be required as part of this asneeded contract, including but not limited to Aquifer Protection Permit sampling, SWPPP sampling and reporting, design support, engineer of record, construction oversight and quality assurance, feasibility evaluations, site investigations, reporting, financial assurance updates, Solid Waste Master Plan updates, and permitting activities. In preparing a project approach, Geosyntec will discuss the project goals and objectives collaboratively with the County to develop a scope of work meeting these objectives while accounting for factors such as key stakeholders, schedule, cost, and project constraints.

Geosyntec Team Organization and Key Personnel - Geosyntec offers the County exceptional competency and depth of experienced personnel to accomplish the scope of work, given its more than 30-year history of providing these services at landfills in Arizona and throughout the southwestern U.S. Our Phoenix office with 10 staff is supported by 10 additional southern California offices staffed with more than 250 professionals, field technicians and support staff to provide the County all the necessary resources to successfully support services at the BMLF and RGLF. Geosyntec has provided groundwater, leachate, landfill gas, and storm water monitoring, engineering support, landfill design and permitting, LFG monitoring and extraction, and CQA services to over 125 landfills in Arizona and the southwestern U.S. Our project team has a proven track record working successfully on similar landfill projects of similar size and complexity, and our team leaders have more than 100 years of experience providing comprehensive landfill consulting services. Mr. Kirk Craig, PE will be the Principal-in-Charge, and Principal Engineer of Record for this project. He will oversee this contract that will be led by Veryl, Wittig, our proposed Project Manager. Veryl is the current Project Manager for landfill monitoring and reporting programs including 46 landfills for the City of San Diego, County of San Bernardino, and City of National City. Geosyntec staff listed in the org chart below will be available to support the County 100% as-needed.



Knowledge and Understanding of Local Environment - Since 2010 Geosyntec has been providing environmental engineering and landfill consulting services from our full-service office in Phoenix. Coupled with the extensive landfill services we have been providing throughout the southwestern U.S. since the 1990s, Geosyntec has developed an excellent understanding of the local environment and regulatory setting. Geosyntec will apply our local knowledge and extensive landfill experience to complete the landfill monitoring services at the County's BMLF and RGLF sites. We look forward to providing the County with the same exceptional service and innovative, cost-effective solutions to routine landfill monitoring and reporting that we are providing to our other landfill clients listed herein.



Geosyntec's knowledge of the County, State of Arizona, and federal regulations governing the management and investigation of landfills allows us to effectually characterize, mitigate, remediate, and maintain regulatory compliance with applicable regulations. We are known and highly respected by the regulatory community, which provides added value to the County by minimizing the time for review and approval of our submittals.

References

Geosyntec is very proud of the consistent quality of our services and the related level of client satisfaction. Our objective is to not just meet, but exceed our clients' expectations. We encourage you to talk to our clients to discuss with them how we successfully manage their landfill monitoring and reporting programs, and how we have streamlined their programs and are continually evaluating our program to identify further cost-saving opportunities.

Organization/Contact Name	Address/Phone	Project Descriptions
Waste Management of Arizona Jessica Walko, PE	222 S. Mill Avenue, Suite 333 Tempe, AZ 85281 Phone: (602) 763-6218	Design, Permitting, CQA, Compliance, Closure, Operations Support at 8 Landfills. Contract Value to Date: Greater than \$5,000,000
County of San Diego, CA Department of Public Works Closed Landfills Tony Sawyer, PG, CHG, CEG, QSD	5510 Overland Avenue, Suite 410 San Diego, CA 92123 Phone: (858) 495-5447	Groundwater Monitoring and Related Services at County Landfills, Burn Sites and Offsite Properties; As-Needed Landfill and Burn Site Engineering Services. Contract Value to Date: Greater than \$15,000,000
County of San Bernardino, CA Department of Public Works, Solid Waste Management Division Chris Saed, PE	222 W. Hospitality Lane San Bernardino, CA 92415 Phone: (909) 386-8761	Water Quality Monitoring and Response Program for 25 Active and Closed Landfill and Disposal Sites including high-altitude landfills (greater than 7,000 ft MSL); groundwater, surface water, leachate, and landfill gas. Contract Value to Date: Greater than \$2,000,000

Schedule

Geosyntec is prepared to initiate the scope of work described in the RFQ upon receiving written authorization to proceed. Geosyntec will work closely with the County to coordinate the monitoring and reporting efforts. Sampling and field monitoring will be completed within the first 2-3 weeks of the quarterly or semi-annual monitoring period, and draft reports will be provided to the County for review within approximately 3-4 weeks of completing sampling to allow for ample time for County review, incorporating edits, and submitting the reports to the ADEQ.

Cost

The fixed fee price to complete the services described in Task 1 and Task 2 of the RFQ is \$31,160/year. Miscellaneous Solid Waste Services, including but not limited to those described in Task 3 of the RFQ, will be provided on a time and materials basis in accordance with the attached Rate Schedule.

Our proposal illustrates the strength of Geosyntec's proposed team, relevant experience assisting public agencies with current contracts for landfill monitoring and reporting for more than 70 landfills in Arizona and the southwestern U.S., and our approach to working on this contract with the County. We are confident that if the Geosyntec team is selected for this contract, the Gila County staff will be guaranteed a high quality working product. We thank you for the opportunity to consider our proposal.

Sincerely,

Geosyntec Consultants

Kirk Craig, PE (AZ)

Senior Principal Engineer (Principal-in-charge)

KCraig@geosyntec.com

Veryl Wittig, PG, CHG

Senior Principal Hydrogeologist

VWittig@geosyntec.com



Solid Waste Services – Buckhead Mesa and Russell Gulch Landfills Gila County, Arizona

Consulting Services for Solid waste Landfill Services Buckhead Mesa and Russell Gulch Landfills Gila County, AZ

GEOSYNTEC CONSULTANTS RATE SCHEDULE August 2020 Through August 2021

Staff Professional	\$125
Senior Staff Professional	\$140
Professional	\$160
Project Professional	\$180
Senior Professional	\$200
Principal	\$220
Senior Principal	\$240
Engineering Technician	\$ 80
Senior Engineering Technician	\$ 95
Site Manager	\$ 105
Senior Site Manager	\$ 120
Construction Manager	\$ 135
Senior Construction Manager	\$ 150
Designer	\$ 137
Senior Drafter/Senior CADD Operator	\$ 126
Drafter/CADD Operator/Artist	\$ 105
Project Administrator	\$ 70
Clerical	\$ 65
Direct Expenses	Cost plus 5%
Subcontract Services	Cost plus 8%
Specialized Computer Applications (per hour)	\$ 15
Vehicle Charges (per mile)	Current Gov't Rate
Field Truck with Standard Tools (daily)	\$200
GEM landfill Gas Meter (daily)	\$175
Four Gas Meter (daily)	\$75
Photoionization Detector (daily)	\$125

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services (PPI). Rates for additional field equipment, health and safety equipment, and graphical supplies (if required) will be presented upon request.

SCS ENGINEERS















Statement of Qualifications for Solid Waste Services REQUEST FOR QUALIFICATIONS NO. 062420

Presented to:

Gila County



Betty Hurst, Contracts Administrator Copper Building 1400 E. Ash Street Globe, AZ 85501 (928) 402-4355 bhurst@gilacountyaz.gov

Presented by:

SCS ENGINEERS

4222 E. Thomas Rd., Suite 310 Phoenix, AZ 85018 (602) 840-2596

> August 7, 2020 File No. 010782220

Offices Nationwide www.scsengineers.com

1 FIRM

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (SCS) is a private, employee-owned, full-service environmental engineering and construction firm specializing in solid waste management, groundwater remediation, and environmental control systems. We are widely recognized as one of the leading environmental engineering firms in the nation and a global leader in the design, construction, and operation and maintenance (O&M) of environmental control systems at landfills. SCS currently employs over 770 staff, located in 64 offices across the U.S including offices in Phoenix and Tucson.

Since 1988, SCS has completed over 254 construction related projects in the Arizona state. In our Southwest Region, we have completed over 1,070 landfill construction and monitoring projects where we apply our experiences to each site. We understand that every project and every site is unique and requires careful planning to ensure project success.

Because SCS is involved with so many sites under regulatory oversight, we are well-known and respected by environmental regulatory agencies. In Arizona, this includes the Arizona Department of Environmental Quality's Solid Waste Units, Air Quality, Water Quality and Aquifer Protection Program, and the Counties' Air Quality Management Districts (AQMDs) in Arizona. We frequently coordinate, submit permit applications and reports, and meet with regulatory staff on projects to make sure all requirements are met within the required timelines. We enjoy positive working relationships with federal, state, and local regulatory agencies responsible for environmental and solid waste management in Arizona.

The following matrix provides a listing of recent landfill projects in Arizona. These projects include those completed within approximately the last 5 years and are ongoing. SCS is proud of its reputation of providing superior service to clients, and we encourage you to contact our references shown in the two landfill project profiles provided in Section 3.

Solid Waste/Landfill Engineering Services Projects	Planning and Permitting	Design, Construction & CQA	Field Monitoring and Testing	Groundwater, Solid Waste & Air Quality Reporting				
Apache County Landfill, St. Johns AZ/ADEQ Solid Waste Permitting, Groundwater Well and LFG Probe Programs,	х	х	х	×				
Waste Connections, Durham Regional Landfill, Florence, AZ/ ADEQ Solid Waste Permitting, Ground Water Monitoring, LFG Probe Monitoring and Compliance Support		х	х	х				
Republic Services, All Active and Closed AZ Landfills, GCCS O&M, Design and Construction, Air Quality and Greenhouse Gas (GHG) Compliance and Reporting		х	X					
Waste Management, Northwest Regional Landfill, Surprise, AZ/Air Quality Permitting and Reporting, GCCS Design, Construction and CQA, GCCS O&M Support.		х	X	x				
Waste Management, Butterfield Landfill, Mobile, AZ/Air Quality Permitting and Reporting & GCCS Design, Construction and CQA, GCCS O&M Support	х	х	Х	х				
City of Tucson, Los Reales Landfill, Tucson, AZ/ LFG GCCS System Support Air Quality Permitting and Reporting, NSPS & GHG Compliance			х	х				

Solid Waste/Landfill Engineering Services Projects	Planning and Permitting	Design, Construction & CQA	Field Monitoring and Testing	Groundwater, Solid Waste & Air Quality Reporting	
Town of Patagonia, Patagonia Landfill, AZ, Solid Waste Permitting, Design & CQA, LFG Monitoring	х	х	Х		

2 KEY TEAM MEMBERS

The SCS Project Team identified to support Gila County on this project includes highly qualified experts in all facets of the scope of work as shown on the following matrix, and a description of each key personnel role for this contract and their relevant experience is provided below the matrix.

	179-6-	SCS Ke	y Personi	nel Exp	erience	Matrix			
KEY PERSONNEL	Groundwater Design and Monitoring	As Needed GW Corrective Action	LFG Design, Monitoring and Migration Services	Environmental Impact Statements	Field Monitoring and Sampling	Subtitle D Design & Construction — survey CIPC Financial Liability	Drainage and Storm Water Management	ADEQ SWFP, APP, Air Quality Permitting	Surveying, as-builts
lain Olness	X	X	X	X	X			X	10 10
Dave Bearden	X		X		X	X	X	X	
Dean Free, PE	X	1	X	X	×	X	X	X	X
Brian Gould	X		X		X		X	X	
Brad Johnston, RG	X	X	X	X	X			X	

IAIN OLNESS

PROJECT MANAGER/PRIMARY POINT OF CONTACT

Mr. Olness manages SCS' Arizona operations, and will be responsible for ensuring that adequate personnel and other resources are made available for this project. He has over 28 years of experience conducting environmental site assessments, subsurface investigations, soil and groundwater remediation at industrial hazardous waste and solid waste facilities. Mr. Olness was the Field Investigation/Remediation Project Manager for Luke Air Force Base under the New Mexico-Arizona Performance Based Remediation contract with the Air Force Civil Engineer Center which included investigation and remediation of an old municipal and construction debris landfill and 5-year inspections at several other landfills. Mr. Olness was the senior project manager and technical reviewer responsible for the Groundwater Monitoring and Reporting Program for two closed landfills in Yavapai County landfills for seven years. Mr. Olness managed the post-closure permit (RCRA) for a former refinery consisting of annual monitoring and semi-annual inspections in Utah. He ensured the permit requirements were followed/met. Mr. Olness has extensive experience in petroleum remediation, surface and subsurface contamination investigation, Phase I and Phase II environmental site investigations (ESAs).

DAVID BEARDEN

LANDFILL PERMITTING AND MONITORING, AIR QUALITY TESTING AND PERMITTING

Mr. Bearden has 30 years of experience as an environmental professional responsible for regulatory, and environmental programs in the solid industries, holding various positions as Regional Manager and Site Manager. He has served as a primary liaison to regulatory agencies, obtained complex permits, supervised staff on the preparation of air quality reports and permits, and supervised field technicians and engineering support for landfill projects. He has managed projects to completion through scope development, costing, scheduling, and final report preparation. His experience in landfill work includes waste characterization investigations, groundwater monitoring, preparation of landfill operations plans, Aquifer Protection Permit (APP) documents, and Solid Waste Facility Plans (SWFPs), and performance of LFG monitoring and Tier 2 landfill investigations.

DEAN FREE, PE DESIGN ENGINEER

Mr. Free is a licensed Professional Engineer with over 32 years of experience in the environmental engineering industry, working with public and private clients. He specializes in solid waste and landfill gas (LFG) management and has assisted owners of over 70 landfills across the United States, including the Ministry of Environment in Singapore, to collaboratively address their solid waste management needs. In addition, he has completed numerous environmental engineering projects for resource recovery facilities, non-metallic mines, contaminated sites, and buildings and infrastructure projects. Mr. Free has prepared and managed numerous construction bids and contract documents, and has helped clients throughout the bidding process through contractor selection and award. He has completed design-build projects and supported developers with own-operate activities. He has had complete responsibility for project and construction management, including contract administration, budget/schedule tracking, technical support, oversight and documentation, and quality assurance/quality control (QA/QC). Mr. Free frequently manages project communications with clients, regulators, contractors, vendors, community leaders, the public, and other involved stakeholders.

BRADLEY JOHNSTON, RG

POST-CLOSURE LANDFILL USE, PERMITTING, SUB-TITLE D COMPLIANCE

Mr. Johnston is a Vice President at SCS Engineers, and a registered geologist in the State or Arizona. He has specialized in providing due diligence and Brownfields services to municipalities throughout Arizona since he joined SCS in 1988. He has performed and managed more than 800 investigation and remediation projects for Brownfields redevelopment sites, closed landfills, aviation facilities, rural and agricultural sites, sports facilities, and others. He worked with the City of Tucson, Phoenix, and Flagstaff in the early stages of their Brownfields programs to develop community support and departmental participation. Mr. Johnston's experience relevant to landfill redevelopment includes management and performance of landfill redevelopment projects in Arizona in the Tucson and Phoenix metropolitan areas, as well as throughout the state. These investigations have included Phase I assessments; groundwater, vapor, soil, air, and waste sampling; installation and monitoring of groundwater and vapor monitoring

SCS ENGINEERS

wells; geophysical surveys; design and modification of landfill gas control systems; analysis of settlement potential; end-use feasibility studies; and development and implementation of closure plans.

3 PROJECT UNDERSTANDING AND CAPABILITY

SCS understands Gila County's responsibilities for landfill gas (LFG) and groundwater monitoring and other related regulatory landfill needs for the Buckhead Mesa Landfill (BMLF) in Payson and the Russell Gulch Landfill (RGLF) near Globe. These responsibilities are driven by the ADEQ regulations and/or permit conditions, which we have worked under at many landfills in Arizona.

The following sections provide a summary of two similar projects demonstrating our experience performing landfill gas monitoring, groundwater monitoring/assessments, and other regulatory driven projects meets the needs of BMLF and RGLF.

APACHE COUNTY LANDFILL, ST. JOHNS, ARIZONA

2018 — Present LFG and Groundwater Design, Construction and Monitoring Services

OWNER: Blue Hills Environmental — CONTACT: Ray Davis, Phone: 928-245-0528

Apache County Landfill (ACL) is located in a high elevation desert location in far northeastern Arizona. The facility is a small unlined landfill accepting about 125 tons per day. SCS assisted with an Arizona Department of Environmental Quality (ADEQ) solid waste facility plan modification and approval for LFG probe and groundwater monitoring well installation and monitoring, and is providing the routine probe and groundwater monitoring, data reviews, and reporting. ACL is similar to BMLF and RGLF, and our services are identical to those requested.

SCS uses the latest industry equipment and proceeds for our services. We use the LandGEM 5000 LFG monitoring instrumentation, dual range calibrations and we offered the industries most advanced LFG data management system (SCS eTools) for data storage, analysis and reporting.

SCS has also provided other engineering and technical services related to closure and post closure cost and submittal, evaluating drainage and providing compliance support.

Contract amount was \$50,000 (Eng/Design/CQA), \$100,000 (Construction) and on-going Monitoring \$20,000. All work was completed on budget.

DURHAM REGIONAL LANDFILL, FLORENCE ARIZONA

2019 - 2020 LFG and Groundwater Monitoring and Reporting Services

CLIENT: Waste Connections, Inc. - CONTACT: Adam Smith, Phone: (316)258-7695

Durham Regional Landfill (DRL) is located in a remote area of Pinal County. The facility is a small lined landfill accepting about 800 tons per day. SCS provides LFG probe monitoring, leachate sampling and testing, and groundwater monitoring services to DRL. The recent groundwater monitoring support included troubleshooting and investigating silted in wells, selection and installation of new pumps for low flow dry climates sites, and support with Arizona Department of Environmental Quality (ADEQ) Solid Waste Staff. DRL is similar to BMLF and RGLF, and our services are identical to those requested.

Here too SCS uses the latest industry equipment and proceeds for our services. We use the LandGEM 5000 LFG monitoring instrumentation, dual range calibrations and we provide DRL the most advanced LFG data management system (SCS eTools) for data storage, analysis and reporting.

SCS has also provided other engineering and technical services such as Alternative Daily Cover Solid Waste Facility Plan Modifications and Approvals, and providing compliance support.

Contract amount was \$10,000 (Eng/Design/CQA), \$10,000 (Construction) and on-going Monitoring \$15,000. All work was completed on budget.

4 APPROACH

The following tasks describe our general approach to providing the required services. Part of our initial effort will include performing several key assessments to understand the current conditions of each site, site specified permit requirements, and the County's goals. An initial field assessment will be performed to determine the health of the monitoring network.

Our field technicians are technical experts and seasoned contractors with many years of experience monitoring and maintaining environmental systems. This combination of skills enables us to develop innovative, yet practical solutions to address both the routine and unusual landfill environmental challenges. SCS sampling technicians are equipped with the latest sampling and testing equipment, plus digital data recording systems for accurate data management. Sampling technicians are also trained in sampling protocols to help avoid false-positive laboratory results, and while following strict corporate and OSHA safety procedures.

SCS field trucks are equipped with internet connectivity and laptop computers so field technicians can remain connected to company resources and information, and can immediately download field data directly to SCS's eTools data services system. Field service staff will fully calibrate all instrumentation following EPA and industry protocols prior to each reading, and these records will be prepared and included in client reports.

Task 1 - Groundwater Services

SCS currently provides landfill monitoring services include sampling of groundwater, surface water, storm water, leachate, LFG, and as needed corrective action systems. SCS prepares quarterly, semi-annual, and/or annual groundwater monitoring reports for landfills throughout the United States. At each of these sites, we review the analytical data upon receipt from the laboratories for anomalies, false-positives, and potential evidence for cross-contamination. We routinely use several statistical packages, including Sanitas, DUMPStat, and ChemStat, as well as the capabilities available with Excel. We also use groundwater models such as MODFLOW, and graphical data depiction software such as Surfer.

Volatile organic compound (VOC) impacts to groundwater are often a result of a release of LFG from a landfill. For many years, SCS has been aware of the link between groundwater impacts at landfills, and LFG, and we are ideally suited to assess and address how these two media are interacting. SCS has the experience to recognize different types of groundwater impacts, both from leachate and/or LFG, and has more experience than any other firm with studies and design projects related to LFG production, collection, and destruction.

Task 2 - Landfill Gas Probe Services

Landfill probe monitoring data will be carefully reviewed for leading indicators of LFG emissions and migration. SCS performs all probe readings with a GEM 5000 to obtain a full gas composition which is useful for understanding LFG migration potential. The results of the assessments will be used by the SCS to understand the site's LFG generation, risks related to migration, and enable us to be proactive in monitoring and environmental planning.

Task 3 - On-Call Services

On-call services can be set up for engineering and technical services to address many landfill needs including well pump troubleshooting, lab testing evaluations, LFG gas migration, survey and air space evaluation, ADEQ compliance issues or other items from a broad list of SCS services.

Gila County SCS ENGINEERS

Attachment 1

Project Fees

and

Standard Fee Schedule

PROPOSAL COST ESTIMATE (Lump Sum)

Gila County Solid Waste Services for Landfills

for:

Russell Gulch and Blackhead Mesa Landfills

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Lask	1:	Methane	MO	nitorina	1

rask it. Wethane Worldoning			
	Labor	Subs/ODCs	Total
Russell Gulch Landfill	\$2,966	\$1,028	\$3,994
Buckhead Mesa Landfill	\$3,146	\$1,028	\$4,174
Task 2: Groundwater Monitoring	Labor	Subs/ODCs	Total
Russell Gulch Landfill	\$5,920	\$3,298	\$9,218
Buckhead Mesa Landfill	\$6,385	\$3,078	\$9,463
Key Personnel Billing Rates			
Senior Project Advisor - Iain Olness	\$185	/hr	
Project Director -Dean Free, P.E.	\$216	/hr	
Project Directo - David Bearden	\$216	/hr	
Project Professional III - Pat Johnston, P.G.	\$140	hr	
Senior Technician - Brian Gould	\$95	/hr	

Assumptions

- 1) The analytical list for groundwater monitoring is limited to Appendix I of 40 CFR 258
- 2) All monitoring wells and associated pumps are satisfactory for collecting samples
- 3) All methane monitoring probes are built according to infustry standard and are in good repair

Saved: Data\Proposal\Standard Fee Schedules\2020-2021

SCS ENGINEERS

Environmental Consultants & Contractors

Fee Schedule

(Effective July 1, 2020 through March 31, 2021)

	Rate/Hour
Clerical	75
Administrative/Secretarial	85
Technician	
Senior Engineering Technician	95
CAD Drafter	
CAD Designer	124
Associate Staff Professional	95
Staff Professional I	100
Staff Professional II	
Staff Professional III	110
Office Services Manager/Project Administrator	
Project Professional I	107
Project Professional II	
Project Professional III	
Senior Project Professional I	
Senior Project Professional II	
Senior Project Professional III	
Project Manager I	140
Certified Industrial Hygienist	
Project Manager II	
Senior Project Advisor	
Senior Project/Technical Manager	210
Project Director	
Dringingle	Saa Nota 7

General Terms

- 1. Scheduled rates are effective through March 31, 2021. Work performed thereafter is subject to a new Fee Schedule.
- 2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
- 3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$60 for up to a half day (4 hours) of use, and \$110 for up to a full day (company cars at \$50/\$90). These charges incorporate an allowance of 100 miles per job per day; a \$0.35 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or highmileage projects may be negotiated on a case-by-case basis.



SCS Fee Schedule July 1, 2020 Page 2

- 4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
- 5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
- 6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
- 7. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$280/hour for Principals, \$300/hour for Vice Presidents and \$350/hour for Senior Vice Presidents and Senior Executives.

Gila County

SCS ENGINEERS

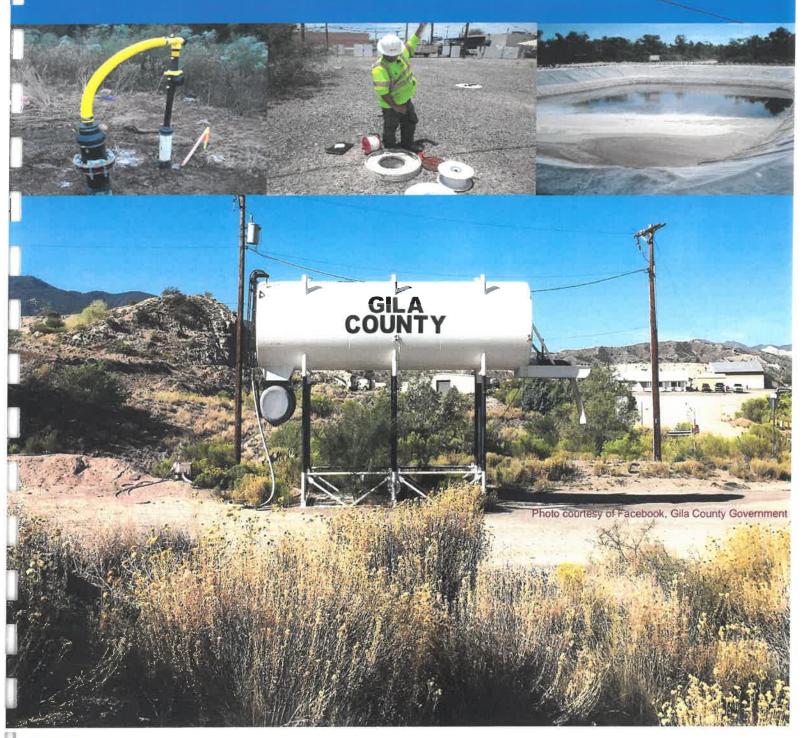
Attachment 2

Response Certification

Section G. RESPONSE CERTIFICATION

07 August 2020	¥
(DATE)	
Purchasing Services Department	
The undersigned certifies that to the	ne best of his or her knowledge: (check one)
	oyee of Gila County who has, or whose relative has, a substantial ard subsequent to this Response.
	ublic officers or employees of Gila County who have, or whose nterest in any Contract award subsequent to this Response are of the submittal
debarred, suspended, or proposed	that their firm (check one) \square IS or \boxed{X} IS NOT currently for debarment by any federal or state entity. The undersigned y change in this status, shall one occur, until such time as an occurement action.
and after carefully reviewing all the to furnish such services in accord	Qualifications No. 062420 Solid Waste Services for Landfills, eterms and conditions imposed therein, the undersigned agrees lance with the specifications/scope of work according to the agreed upon by subsequent negotiation.
Law Olnes (signed)	Lain Olness (by)
SCS Engineers (firm)	Senior Project Manager (title)
4222 East Thomas Road, Suite 301 Phoenix, AZ 85018	(602) 840-2596 (phone number)





Terracon

Presented to Gila County, AZ August 10, 2020

Terracon Consultants, Inc. I 4685 South Ash Avenue, Suite H-4 I Tempe, AZ I (480) 897-8200 Mr. Michael P. Bradford, P.E. I Michael Bradford@Terracon.com

Environmental

Facilities

Geotechnical

Materials



A. EXPERIENCE OF KEY PERSONNEL

Terracon's project team has extensive experience in providing the engineering and environmental professional services listed in the Request for Qualifications. In addition to the personnel listed, Terracon has a national team of professionals willing and able to assist as needed.



MICHAEL P. BRADFORD, P.E. - Principal Engineer of Record /

Senior Solid Waste Engineer

B.S. Civil Engineering, Arizona State University

Mr. Bradford has nearly 20 years of experience in civil engineering and project management dealing with solid waste management and landfill design, water resources, water and sewer infrastructure design, and hydraulic modeling with both the private and public sectors. Mr. Bradford is a dedicated career Solid Waste Engineer with extensive experience with nearly every aspect of solid waste and landfill engineering, permitting, compliance, and construction. Mr. Bradford has been with Terracon for three years. Prior

to his tenure with Terracon, Mr. Bradford performed and gained extensive solid waste engineering, permitting, and compliance experience throughout Arizona on both large and small landfills. Mr. Bradford has performed numerous solid waste engineering and compliance services such as closure, cell expansions, major and minor permit modifications, and routine compliance tasks for several landfills similar in nature to Gila County's landfills, i.e. receives <100 tons per day, at or above an elevation of 4,000-feet, and/or is either unlined or partially unlined. Landfills fitting all or some of these criteria that Mr. Bradford has provided solid waste engineering services to include: Patagonia Landfill, Rio Rico Landfill, Sonoita-Elgin Landfill, Huachuca Landfill, Graham County Landfill, and Sahuarita Landfill. Mr. Bradford also spent 4 years of his career performing solid waste engineering and compliance services in Wyoming, where nearly every landfill he worked on was a remote, high elevation, low disposal rate, arid climate landfill similar to Gila County.

Availability: 40% or as needed

SIMILAR PROJECTS

- Huachuca City Landfill Vertical and Lateral Expansion Type IV Permit Modification/Methane Monitoring, City of Huachuca, Arizona, Engineer of Record/Project Manager (Firm Experience discussed in Section C)
- Durham Regional Landfill (commonly known as RAD Florence Landfill) Methane Monitoring Probe Installation/Slope Stability and Vegetation for Erosion Control, Florence, Arizona, Engineer of Record/Project Manager (Firm Experience discussed in Section C)
- Copper Mountain Landfill Construction Quality Assurance Cell Expansion, Wellton, AZ, Engineer of Record (Firm Experience discussed in Section C)
- Rio Rico Landfill Vertical Expansion Type IV Permit Modification, Santa Cruz County, Arizona, Engineer of Record/Project Manager



MANDO KAPITA, P.E. - Geodesign Engineer

B.S. Mining Engineering, University of Arizona

Mr. Kapita is Terracon's Rocky Mountain Regional Manager for Geo-Design Services and has over 19 years of professional experience in geotechnical engineering and geo-design. He has been with Terracon for 13 years. His project experience includes field and laboratory related testing, geotechnical engineering and design, mechanically stabilized earth (MSE) structural designs for highway transportation, airports, telecommunications,

commercial retail, industrial, multi-story buildings, hospitals, schools, dry and wet civil, large residential developments and private residences. Through his work experience, Mr. Kapita has gained a working knowledge of the guidelines and regulations currently in use by local, state, federal and professional organizations. These include ASTM, AASHTO, local municipalities and DOT's. Mr. Kapita has also worked collaboratively with other



offices across the globe and assisted in complex foundation and other geotechnical related evaluation on huge mine sites in the US, Mexico, Turkey and Armenia.

Availability: 30% or as needed

SIMILAR PROJECT

City of Phoenix 27th Avenue Transfer Station Site Assessment – Phoenix, Arizona

Mr. Kapita served as geotechnical task manager assisting HDR Inc. with forensic engineering services for the Site Assessment Project at the 27th Street Transfer Station, in Phoenix, Arizona. The project was completed under COP Project No. 70239520. The purpose of the geotechnical study was to characterize the soil conditions at the site, comment on potential causes of distress observed in the existing retaining walls, building walls, sidewalks, and other areas, provide opinions on the potential for additional distress occurring, develop preliminary remedial recommendations, and provide opinions of future required services.



JENNIFER EDWARDS THIES, C.E.M. - Senior Scientist

M.S. Environmental Management, University of Maryland B.S. Environmental Sciences, University of CA Riverside Certified Environmental Manager

Ms. Thies is Terracon's Phoenix Office Environmental Department Manager. She has over 18 years of experience in the environmental fields of site assessment/investigation and project management with five years directly in solid waste services for the Arizona

Department of Environmental Quality and Republic Services. Significant projects include Copper Mountain Landfill cell expansion CQA and completed Engineering Budget Models for multiple landfills. Her specialties include Phase I ESAs, Phase II investigation, Remedial Action and Stormwater Pollution Prevention and Spill Prevention. As leader of the team, her responsibilities include project oversight, site inspections, records reviews, complinace audits and employee training. Investigations include subsurface soil and groundwater quality sampling and soil vapor suverys. Ms. Thies is proficient in hydrogeology, with experience in groundwater monitoring and remediation well installations, piezometer temporary wells, proper procedures for well abandoment and development in association with non-aqueous phase liquids plumes. For the Gila County Solid Waste Services for Landfills contract, Ms. Thies will service has client contact and will ensure project is on schedule, on budget, and submittals are provided to Gila County and Arizona Department of Environmental Quality as required.

Availability: 40% or as needed

SIMILAR PROJECTS

- Copper Mountain Landfill XI Cell Expansion, Project Manager. PM for the Construction Quality
 Assurance oversight on the new cell construction in Wellton, Arizona. (Firm Experience discussed in
 Section C)
- Durham Regional Landfill (commonly known as RAD Florence Landfill) Methane Monitoring Probe Installation/Slope Stability and Vegetation for Erosion Control, Florence, Arizona, Engineer of Record/Project Manager (Firm Experience discussed in Section C)
- Republic Services Solid Waste Facilities (Boise, Idaho) Market Planning and Development: Completed a total environmental and operational site review of both landfills in the Boise, Idaho area. Reviews included looking at environmental systems (leachate, groundwater, air and gas), waste quantities, cell construction and future sequencing, working face, County host agreements, IDEQ regulations and air space calculations.

B. STAFFING INFORMATION FOR KEY PERSONNEL CONTINUITY OF SERVICES



If a key team player becomes unavailable Terracon is committed to ensuring another qualified individual can fulfill the necessary responsibilities. This includes utilizing personnel from our Tucson office. We can also draw from our network of more than 150 offices providing services in all 50 states with more than 5,000 employees.



LOCATION OF SERVICES

Location of Firm's Principal Office in Arizona: Tempe, Arizona Location of Firm's Corporate Headquarters: Olathe, Kansas

C. EXPERIENCE OF THE FIRM

Terracon has been providing a full range of solid waste engineering and environmental consulting services nationally to both municipal and industrial clients since the early 1990's, completing more than 200 solid waste and landfill-related projects in the past five years. Terracon has provided consulting services landfill engineering, environmental monitoring, and regulatory compliance in 20 states for new, active, and closed facilities across the country. Terracon has been in Arizona for almost 25 years and has over 90 staff members between our Arizona offices (Avondale, Tempe and Tucson) ready to address the Gila County's project needs. We found through this range of locational experience that although solid waste landfill permitting terminology varies from state-to-state, the relative application and documentation requirements are very similar. We have successfully assisted our solid



waste clients with obtaining regulatory approval of minor permit modifications, similar to Type I and II modifications as defined by Arizona Revised Statutes (ARS) 49-762.06.A.1 & 2, major permit modifications, similar Type III and IV modifications as defined by ARS 49.762.06.A.3 & 4, and greenfield permit applications, similar to new Solid Waste Facility Plans as required by ARS Title 49 Chapter 4. By being responsive, resourceful, and reliable, we strive to exceed our clients' expectations for service, solutions, quality, and speed of delivery.

Town of Huachuca City Landfill - Methane Gas Monitoring

Since 2006 Terracon has been working closely with Town of Huachuca City to maintain regulatory compliance at the town's unlined municipal solid waste landfill. Terracon conducts quarterly monitoring, completed the installation of shallow gas vents within the landfill, conducted an applicability assessment for the EPA Mandatory Reporting of Greenhouse Gases rule and designed and implemented a Greenhouse and Explosive Gases Monitoring plan. The Explosive Gas Monitoring Plan for the Town of Huachuca City Landfill included a preliminary action plan outlining immediate steps that will be taken to protect human health and safety should methane gas levels exceed the limits outlined by Arizona Department of Environmental Quality (ADEQ) Master Facility Plan Approval (MFPA) Number 02011000.02. The Explosive Gas Monitoring Plan addresses the requirements of MFPA 02011000.02, 2.3(b) and 3.7, as well as 40 CFR 258.23. Terracon continues to conduct routine quarterly monitoring of explosive gases. Terracon prepares correspondence to ADEQ and routinely discusses data evaluation, compliance updates and recommendations with facility personnel as well as in quarterly reports.

Two Contracts: 2006-present 1) Original Contract: \$5,000 Billed: \$78,320.77

2) Original Contract: \$26,105.63 Billed: \$26,105.63

Reason for Variance:

Terracon was originally contracted in to monitor explosive gas levels from monitoring wells from November 2006 through July 2007. Terracon was subsequently contracted to complete a remediation plan and applicability assessment for the EPA's Mandatory Reporting of GHGs Rule and calculate annual methane generation rates. In June 2011 a MFPA was issued to the landfill by ADEQ and Terracon was contracted to design an Explosive Gas Monitoring Plan. Terracon completes ongoing explosive gas monitoring.

Copper Mountain Landfill Wellton, AZ – New Disposal Cell Construction Quality Assurance (CQA)

Republic Services contracted Terracon to perform CQA and liner certification services for a new municipal solid waste disposal cell at the Copper Mountain Landfill in Wellton, AZ. The project consisted of Construction Management and Quality Assurance activities related to construction of the Phase VIII Cell, including field

Time Frame: April 2019 – August

2019

Original Contract: \$30,173.50

Billed: \$48,790

Variance: Change order due to delays and repairs by liner installation subcontractor

documentation and generation of a Certification Report for regulatory submittal at the completion of the project. The CQA Services were provided in accordance with the facility Construction Quality Assurance/Quality Control Plan. Terracon provided added value in terms of project efficiency, general Health and Safety observations, and generally acted as an "extension" or a representative of the owner. Terracon completed the field observation, documentation and prepared a Certification Report for the Construction Activities. The Certification Report was accepted by ADEQ without revisions.

Durham Regional Landfill Florence, AZ – Environmental Services

Terracon was contracted to construct two perimeter landfill gas monitoring probes and conduct a slope erosion control and vegetation assessment for a bare slope outside of the landfill's Cells 1 and 2. Terracon completed a Health and safety Plan, installation of two perimeter gas monitoring probes and geotechnical logging of borings that included classification of subsurface geology. Terracon submitted a Field Activities Summary Report which included the construction documentation such as construction methods, materials, drilling logs and as-built diagrams prepared by our in-house drafting team. Field services and documents were reviewed and certified by



Two Contracts: August 2019-present

1) Original Contract: \$13,000

Billed: \$13,000

2) Original Contract: \$4,800

Billed: \$4,800

one of Terracon's registered professional engineers and submitted to ADEQ. Terracon was also contracted to assess the erosion potential and stabilization methods for a bare slope outside the landfill's cells 1 and 2. Terracon's assessment included an erosion assessment, soil structural and chemical analysis and stabilization recommendations based on slope grade, climate, revegetation potential and soil physical and chemical conditions.

D. PRICE

Terracon will provide professionals and technicians trained in industry standard sampling and transport protocols and procedures. Terracon staff provided will be fully qualified to perform landfill gas monitoring and semiannual groundwater monitoring at Russel Gulch Landfill and Buckhead Mesa Landfill.

Fix Fee Price for Tasks 1 and 2

On a quarterly basis, Terracon will analyze the landfill gas within the probes and onsite structures using a Landtec GEM2000 portable gas analyzer, or equivalent, calibrated for measurement of methane, oxygen and carbon dioxide. Activities and results of each landfill gas monitoring events at each site will be summarized into a report for County review and ultimately for filing with ADEQ.

On a semi-annual basis, Terracon will collect samples of groundwater from groundwater monitoring wells at each facility, and leachate at Buckhead Mesa Landfill, for laboratory analytical testing, statistical analysis, and reporting. Prior to sampling the wells, static water levels will be recorded for generation of a potentiometric surface map. At each groundwater monitoring well, Terracon will perform the necessary purging and simultaneous field testing and recording of pH, conductivity, temperature, and turbidity to insure a stable sample is taken for the laboratory. Samples will be collected into lab provided sanitized and prelabeled containers and stored on ice for transport to the laboratory. Laboratory analysis will be performed by an Arizona Department of Health Services licensed laboratory and include analytical testing for 40 CFR 258, Appendix I organic and inorganic constituents, chloride, fluoride, nitrate-nitrite, total dissolved solids (TDS), pH and alkalinity. Analytical results will be statistically compared to historical data using the County's Sanitas software to determine whether exceedance conditions exist on the measured constituents. Activities and results of each groundwater monitoring event at each site will be summarized into a report certified by an Arizona registered professional engineer for County review and ultimately for filing with ADEQ. Terracon can provide the above described landfill gas and groundwater monitoring services for both landfills for an annual Fixed Fee cost of \$34,500.

Billing Rates of Key Personnel and Fee Schedule for Labor and Equipment

Fee schedule attached

Schedule

Once awarded, Terracon will immediately review the County's most recent reports on landfill gas concentrations, groundwater and leachate analytical results and schedule a site visit to meet the Gila County team and tour the facilities. Terracon's goal is to fully understand where the facilities are in the "life" of the landfills by reviewing the engineering budget models, aerials and fill plans. Terracon's project manager will prepare for third quarter's methane monitoring event and schedule the next semi-annual groundwater sampling event. Terracon's environmental team will review the Aquifer Protection Permits and Stormwater Pollution Prevention Plan updated for necessary sampling schedule. Terracon is ready to be Gila County's selected contractor for this project.

D. REFERENCE CHECK

- 1) **Town of Huachuca City (Project #1)** Jim Halterman, Public Works Supervisor: (520) 249-5241; jhalterman@huachucacityaz.gov
- 2) **Durham Regional Landfill (Project #3)** Adam Smith, Operations Manager: (316) 258-7695; adam.smith@Wasteconnections.com

TERRACON CONSULTANTS, INC. 2020 ENVIRONMENTAL SERVICES FEE SCHEDULE

PROFESSIONAL SERVICES

	Hourly Rate
Department Manager / Principal	\$210.00
Senior Project Manager / Senior Project Professional	\$160.00
Project Manager / Project Engineer / Project Geologist	
CAD Designer / GIS Analyst	\$90.00
Staff Professional	\$95.00
Technician	\$80.00
Clerical	
Services of Senior Principal Level/Professional Staff when dealing with high level technical and/or legal	al issues \$375.00

FIELD EQUIPMENT RENTAL

EQUIPMENT

Unit Price² Disposable Bailers......18.00/each Hand Auger Soil Sampling Kit.....60.00/day Field Sampling Kit28.00/day Calibration solutions/Decontamination Includes Materials Water Level Indicator, 100 feet.....29.00/day Water Level Indicator, 300 feet......35.00/day Interface Probe, 100 feet......35.00/day Interface Probe, 200 feet......40.00/day Tri-meter (Temp. pH. Conductivity)35.00/day Explosivity/O2, SC, pH, D.O. Meter45.00/day High Range DO Meter.....56.00/day YSI 556 Meter (ph. conductivity, ORP, temp, DO) 125.00/day YSI 556 Flow Cell......15.00/day Horiba U-22 & Flow Cell (Multi parameter meter) 110.00/day Generator (5KW)......105.00/day Generator (10KW)......162.00/day Air Compressor (30 gal vertical)85.00/day Air Compressor (pancake)......45.00/day Photo-ionization Detector (PID)100.00/day Solinst Datalogger System (priced per transducer) 65.00/day 55-gallon drums.......75.00/each Pocket Testers (pH, ORP, Conductivity)25.00/day

SAFETY EQUIPMENT PROCEDURES

- A. Personal Protective Equipment I............ \$70.25/day (Includes standard tyvek, hard hat, safety glasses, boots, and gloves)
- B. Personal Protective Equipment II \$81.25/day (Includes polycoated tyvek, hard hat, safety glasses, boots, and gloves)
- C. Supplies, additional Disposable Garments, Air Bottle Filling, Air Purifying Cartridges, etc.cost + 15%
- D. Specialized Monitoring & Respiratory Equipment cost + 15%

SAMPLING PUMPS AND RELATED EQUIPMENT

					<u>Unit F</u>	<u>rice</u> 2
Grundfos	RF 2 &	con	troller		210.0	0/day
5/8" Tubi	ng				0.90	0/foot
5/8" Teflo	on Lined	Tub	ing		2.7	5/foot
Bladder	Pump	&	Controller	(Max	Depth	200')
					285.0	0/day
			Controller			
			ion Lined)			
			x depth 30 fe			
3/8" Teflo	on Lined	Tub	ing		2.80	O/foot

DIRECT CHARGES

Per Diem and Lodging	\$65.00/day + cost of lodging
Automobile or light Pick-up ³	\$0.72/mile or \$95.00/day minimum
4-Wheel Drive or heavy duty Vehicle ³	\$0.90/mile or \$120.00/day minimum
All other direct project expenses, i.e. equipment rental, laboratory services,	
reproduction, specialized safety equipment etc	
Provide on-site field laboratory facilities and test equipment	

Notes:

- ¹Emergency Response Labor will be charged at a factor of two times the standard hourly rate.
- ² Weekly rates are available on request for equipment rental.
- ³ Fuel surcharge may be added if fuel costs increase by more than 10% during project duration.

Section G. RESPONSE CERTIFICATION

August 10, 2020 (DATE)	
Purchasing Services Department	
The undersigned certifies that to the best o	f his or her knowledge: (check one)
There is no officer or employee of Cointerest in any Contract award subs	Gila County who has, or whose relative has, a substantial equent to this Response.
	icers or employees of Gila County who have, or whose n any Contract award subsequent to this Response are bmittal
debarred, suspended, or proposed for deba	ir firm (check one) X IS or IS NOT currently rment by any federal or state entity. The undersigned in this status, shall one occur, until such time as an ent action.
and after carefully reviewing all the terms a	ions No. 062420 Solid Waste Services for Landfills, and conditions imposed therein, the undersigned agrees the the specifications/scope of work according to the pon by subsequent negotiation.
(signed) Julian	Brent M. Borchers (by)
Terracon Consultants, Inc. (firm)	Arizona Regional Manager (title)
4685 S. Ash Ave, Suite H-4 Tempe, AZ 85282	480-897-8200
(address)	(phone number)

ARF-6233 Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 09/15/2020

<u>Submitted For:</u> Michael O'Driscoll, Director <u>Submitted By:</u> Josh Beck, EM/PHEP Manager

<u>Department:</u> Health & Emergency Management <u>Division:</u> Health Services

<u>Fiscal Year:</u> 2020 - 2021 <u>Budgeted?:</u> No <u>Contract Dates</u> 7/1/2020 through 2/28/2022 <u>Grant?:</u> Yes

Begin & End:

Matching No <u>Fund?:</u> New

Requirement?:

Information

Request/Subject

Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services (ADHS).

Background Information

The project aims for Gila County Public Health is to utilize ELC funding resources to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage and build upon the existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). Our underlying objectives will be to use the funding for expanded testing, contact tracing, and increase community prevention.

Gila County will support the necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARSCoV-2, including the ability to process, manage, analyze, use and report the increased data produced; increase the availability and access to free and low-cost testing for all residents; and establish a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to: diagnostic tests, tests for contact tracing, and surveillance of asymptomatic persons to determine community spread. The County will establish effective and competent contact tracing and disease surveillance programs that match current Personal Health Information (PHI), Centers for Disease Control and Prevention (CDC), and NACCHO best practices for ten (10) to fifty (50) cases per day through setup, follow-up, and testing. Additionally, the Health Department will support community-based COVID-19 related prevention efforts through; education messages that will include information in about symptoms, testing blitz locations, local hotline information, COVID support resources, and other COVID FAQs, and targeted prevention efforts in high-risk industries, collaborate with local businesses to provide educational materials and train-the-trainer opportunities to disseminate information

regarding COVID-19 prevention and response.

Evaluation

Gila County currently has one full-time Communicable Disease Specialist (CDS) specifically trained for and funded with CDC public health emergency preparedness dollars. The CDC COVID-19 funding has afforded an increase to three (3) CDS positions, and three (3) contact tracers. Additionally, Gila County has been able to re-purpose program staff from the following grants: CDC Rx prevention, tobacco-free environments, maternal and child health, and emergency management, as well as multiple general funded positions in order to provide all of our clinical services, disease investigations and surveillance, communications and information sharing, incident command, logistics, and supply chain, and public health education. Due to funding issues we have still been unable to fund multiple critical positions, and have pressed our staff to the point of exertion while ignoring many of the other essential public health services to our Gila County communities. Contract No. IGA2021-037 will allow Gila County to continue to provide comprehensive disease investigations, contact tracing, data collection and sharing, mass vaccinations, and public health education through February of 2022.

Conclusion

Approval of Contract No. IGA2021-037 will allow Gila County to continue to provide comprehensive disease investigations, contact tracing, data collection and sharing, mass vaccinations, and public health education through February 2022.

Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors approve an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services for COVID-19 expanded response capabilities from July 1, 2020 to February 28, 2022, in the amount of \$1,604,671.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. IGA2021-037) with the Arizona Department of Health Services for COVID-19 expanded response capabilities in the amount of \$1,604,671 for the period beginning July 1, 2020 through February 28, 2022. (Michael O'Driscoll)

Attachments

Contract No. IGA2021-037
Application Narrative
Budget Narrative



Project Title: COVID-19 Community Testing Project

INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 530 Phoenix, Arizona 85007

Begin Date: July 1, 2020

Contract No. IGA2021-037

Geographic Service Area: Gila County	Termination Date: February 28, 2022
	r services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-contract for the performance of the services provided herein pursuant to:
X Counties: A.R.S. §§ 11-201, 11-951, 11-95	2 and 36-182.
Amendments signed by each of the parties and attached hereto at date of the Amendment, as if fully set out herein.	re hereby adopted by reference as a part of this Contract, from the effective
Arizona Transaction (Sales) Privilege:	FOR CLARIFICATION, CONTACT:
Federal Employer Identification No.:	Name: Michael O'Driscoll, Director Phone (928) 402-8767
Tax License No.:	Cell: (92 <u>8) 425-0794</u>
Contractor Name: Gila County Health Services Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501	E-mail:
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. IGA2021-037 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.
Signature of Person Authorized to Sign Date	State of Arizona Signed this day of, 2020
Tim Humphrey Chairman, Board of Supervisors	
Print Name and Title	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.	Attorney General Contract, No. P0012018000053, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:
Signature of Person Authorized to Sign Date The Gila County Attorney's Office Print Name and Title	Signature Date Assistant Attorney General:

CONTRACT NUMBER	
IGA2021-037	

- 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 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 <u>"Change Order"</u> 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 <u>"Contract"</u> 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 <u>"Contract Amendment"</u> 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 <u>"Cost Reimbursement"</u> 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 <u>"Emerging Issues"</u> means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.
 - 1.11 <u>"Evidence-Based Strategies"</u> are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: http://www.thecommunityguide.org/) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons http://www.communitycommons.org/)
 - 1.12 "<u>Fixed Price</u>" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.13 <u>"Gratuity"</u> 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.
 - 1.14 <u>"HPHC IGA"</u> means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.
 - 1.15 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.16 <u>"May"</u> means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
 - 1.17 <u>"Must"</u> means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
 - 1.18 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and

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make written determinations with respect to the Contract.

- 1.19 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.20 <u>"Purchase Order"</u> 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.
- 1.21 <u>"Scope of Work"</u> means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.22 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.23 <u>"Site Visit"</u> means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.
- 1.24 <u>"Subcontract"</u> 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.
- 1.25 <u>"State"</u> means the State of Arizona, or 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:

X Cost Reimbursement

3. Contract Interpretation.

- 3.1. <u>Arizona Law</u>. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. <u>Implied Contract Terms</u>. 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. <u>Contract Order of Precedence</u>. 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; and
 - 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. <u>Severability</u>. 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. <u>No Parole Evidence</u>. 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. <u>No Waiver</u>. 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. <u>Headings</u>. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. <u>Term.</u> 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. <u>Contract Renewal</u>. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

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- 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. <u>Non-Discrimination</u>. 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. <u>Financial Management</u>. 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. <u>Advertising and Promotion of Contract</u>. 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

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the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 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

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Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1. <u>Payments</u>. 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. <u>Unit Costs/Rates or Fees</u>. 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

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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. <u>Availability of Funds for the Current Contract Term.</u> 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. <u>Subcontracts</u>. 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. <u>Assignments and Delegation</u>. 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. <u>Risk of Loss</u>. 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

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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. <u>Mutual Indemnification</u>. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

- 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. Exclusions. Force Majeure shall not include the following occurrences:
 - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. <u>Third Party Antitrust Violations</u>. 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. <u>Inspection/Testing</u>. 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. <u>Compliance With Applicable Laws</u>. 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. <u>Right to Assurance</u>. 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.

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- 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. <u>Non-exclusive Remédies</u>. 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. <u>Gratuities</u>. 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. <u>Suspension or Debarment.</u> 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 Contact 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

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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. <u>Mutual Termination.</u> 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. <u>Termination for Default</u>. 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. <u>Disposition of Property</u>. 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. <u>Program Report</u>. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2. <u>Information and Coordination</u>. 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.

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14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a

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non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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

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

21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

22. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of 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 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

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INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

1. Background

- 1.1 In order to illustrate the gulf between the Country's costly health care and its underfunded public health system we only need to look at a person who wakes up after triple bypass surgery at a typical Arizona hospital. They typically thank their doctors for the lifesaving miracles they performed, and sometimes even make donations to the institution in gratitude. "Nobody wakes up in the morning and says, 'I'm so glad I don't have smallpox.' Or, 'Thank goodness my water is potable,'. That in a nutshell is the conundrum facing Gila County Public Health as it tackles the COVID-19 crisis. The largely preventive mission, aimed at protecting the entire community, has been consistently overlooked in a country that puts a premium, and spends more money per capita than any other, on treating individual sick people. The victories are too often taken for granted. And these days, as the ongoing vaccine, and now facemask debates demonstrate, even science is increasingly challenged.
- 1.2 Gila County currently has one full time Communicable Disease Specialist (CDS) specifically trained for, and funded with, CDC public health emergency preparedness dollars. The CDC COVID-19 funding has afforded an increase to three (3) CDS positions, and three (3) contact tracers. Additionally, Gila County has been able to repurpose program staff from the following grants: CDC Rx prevention, tobacco-free environments, maternal and child health, and emergency management, as well as multiple general funded positions in order to provide all of our clinical services, disease investigations and surveillance, communications and information sharing, incident command, logistics and supply chain, and public health education. Due to funding issues we have still been unable to fund multiple critical positions, and have pressed our staff to the point of exertion while ignoring many of the other essential public health services to our Gila County communities.
- 1.3 In early 2020, when National Association of County and City Health Officials (NACCHO) first examined all U.S. counties to determine the counties that would be at the highest risk of COVID-19 hospitalizations, ICU visits, and deaths, Gila County ranked second in risk only to Mohave County. This was not a surprise as the primary risk factors for COVID-19 complications include old age, ethnicity, diabetes, obesity, kidney disease, COPD, immunocompromised, and heart conditions such as coronary artery disease and cardiomyopathies. These same risk factors are evaluated each year by the Robert Wood Johnson Foundation and form the basis for the County Health Rankings that in 2020 ranked Gila Count 13th in the state in health outcomes with; the second highest percent older than sixty-five (65) (28.8%), three (3) times the state average percent American Indian (17.8%), well above the state average in adult smoking (18%) and adult obesity (31%), and nearly twice the state average in premature death, drug overdose death, and children and adults in poverty. Additionally, as COVID-19 positive cases continue to increase in Gila County our community faces the second highest ratio of primary care physicians to citizens (2,140:1).
- 1.4 Lastly, further evidence according to the Arizona Department of Health Services (ADHSindicate the Gila County high-risk characteristics affecting the population signify Gila County residents are at the highest risk of contracting COVID-19 in Arizona. These characteristics include: poor health, adult smoking, adult obesity, and physical inactivity to name a few.

2. Purpose

- 2.1 The project aim for Gila County Public Health is to utilize ELC funding resources to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage, and build upon, the existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). Our underlying objectives will be to use the funding to:
 - 2.1.1. Expanded testing;
 - 2.2.2 Contact tracing; and

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INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

2.2.3 Community prevention.

3. Tasks

The County shall:

- 3.1 Support the necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARS-CoV-2, including the ability to process, manage, analyze, use, and report the increased data produced and a.Increase the availability and access to free and low-cost testing for all residents;
- 3.2 Establish a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to
 - 3.2.1 Diagnostic tests,
 - 3.2.2 Tests for contact tracing, and
 - 3.2.3 Surveillance of asymptomatic persons to determine community spread;
- 3.3 Establish effective and competent contact tracing and disease surveillance programs that match current Personal Health Information (PHI), Centers for Disease Control and Prevention (CDC), and NACCHO best practices for ten (10) to fifty (50) cases per day through setup, follow-up and testing;
- 3.2 Support community-based COVID-19 related prevention efforts through
 - 3.2.1 Education messages will include information in about symptoms, testing blitz locations, local hotline information, COVID support resources and other COVID FAQ's, and
 - 3.2.2 Targeted prevention efforts in high risk industries, collaborate with local businesses to provide educational materials and train-the-trainer opportunities to disseminate information regarding COVID-19 prevention and response.

4. Approvals:

- 4.1 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work;
- 4.2 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the County and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 4.3 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 4.4 Quarterly progress report of all project activities and final summary report of project and milestones achieved through project efforts.

5. Requirements

5.1 The County shall notify ADHS of any funding being redirected from the budget to other areas of the project or for uses for prior approval, including any changes of the Scope of Work of the submitted project.

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INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

6. Deliverables and Delivery Schedule

The County shall submit the deliverables listed below to the ADHS Program Manager:

- 6.1 Contractor Expenditure Report (CER) to ADHS within fifteen (15) days after the end of the preceding quarter, for example April 15th, July 15th, October 15th and January 15th of the following year;
- 6.2 Provide a weekly report with the number of testing events conducted, number of cases investigated by disposition (completed, lost to follow up, refused, returned) and number of educational sessions/community outreach conducted;
- 6.3 Report COVID-19 testing, case investigation, and contact tracing data in ADHS-approved state investigation data management system;
- 6.4 Send daily emails to contacttracing@azdhs.gov with a basic summary total of the number of contact tracing interviews completed and any identified needs from ADHS, if indicated.

7. Notices, Correspondence, and Reports

7.1 Notices, correspondence, reports and copies of CERs/invoices from the County contractor to ADHS shall be sent to:

Arizona Department of Health Services Bureau of Epidemiology & Disease Control Chief 150 18th Avenue North Phoenix, AZ 85007 Email: Eugene.Livar@azdhs.gov

Telephone: (602) 364-3846

7.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Gila County Health Services 5515 South Apache Avenue, Suite 100

MAILING: 1400 East Ash Globe, Arizona 85501

Attention: Michael O'Driscoll, Director

Telephone: (928) 402-8767

Email: modriscoll@gilacountyaz.gov

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INTERGOVERNMENTAL AGREEMENT PRICE SHEET

Cost-Reimbursement Price Sheet FY21

ACCOUNT CLASSIFICATION	LINE ITEM TOTALS
PERSONNEL EXPENSES	\$501,085.00
EMPLOYEE RELATED EXPENSES	\$200,434.00
SUPPLIES	\$625,000.00
PROFESSIONAL AND OUTSIDE SERVICES	\$208,000.00
INDIRECT	\$70,152.00

TOTAL \$1,604,671.00

The Contractor is authorized to transfer up to a maximum of ten percent (`10%) of the total budget amount between line items.

Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT A Boycott of Israel

Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- 5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 et seg., all offerors must select one of the following:

	The Company submitting this Offer <u>does not</u> participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 <i>et seq.</i> I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
	The Company submitting this Offer <u>does</u> participate in a boycott of Israel as described in A.R.S. §§35-393 <i>et seq</i> .
	Exempt Solicitation, Contract, or Contractor.
Indicate wh	nich of the following statements applies to this Contract:
□S	olicitation or Contract has an estimated value of less than \$100,000;

□ Contractor is a sole proprietorship;

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INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT A Boycott of Israel

□ Contractor has fewer than ten (10) employees; and/or			
☐ Contractor is a non-profit organization.			
Company Name			Signature of Person Authorized to Sign
	Address		Printed Name
City	State	Zip	Title



Project Title: COVID-19 Community Testing Project

INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 530 Phoenix, Arizona 85007

Begin Date: July 1, 2020

Contract No. IGA2021-037

Geographic Service Area: Gila County	Termination Date: February 28, 2022
	r services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-contract for the performance of the services provided herein pursuant to:
X Counties: A.R.S. §§ 11-201, 11-951, 11-95	2 and 36-182.
Amendments signed by each of the parties and attached hereto a date of the Amendment, as if fully set out herein.	re hereby adopted by reference as a part of this Contract, from the effective
Arizona Transaction (Sales) Privilege:	FOR CLARIFICATION, CONTACT:
Federal Employer Identification No.:	Name: Michael O'Driscoll, Director Phone (928) 402-8767
Tax License No.:	Cell: (92 <u>8) 425-0794</u>
Contractor Name: Gila County Health Services Address: 5515 South Apache Avenue, Suite 100, Globe, Arizona 85501	E-mail:modriscoll@gilacountyaz.gov
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. IGA2021-037 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.
Signature of Person Authorized to Sign Date	State of Arizona Signed this day of, 2020
Tim Humphrey Chairman, Board of Supervisors	
Print Name and Title	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.	Attorney General Contract, No. P0012018000053, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:
Signature of Person Authorized to Sign Date The Gila County Attorney's Office Print Name and Title	Signature Date Assistant Attorney General:

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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 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 <u>"Change Order"</u> 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 <u>"Contract"</u> 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 <u>"Contract Amendment"</u> 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 <u>"Cost Reimbursement"</u> 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 <u>"Emerging Issues"</u> means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.
 - 1.11 <u>"Evidence-Based Strategies"</u> are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: http://www.thecommunityguide.org/) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons http://www.communitycommons.org/)
 - 1.12 "<u>Fixed Price</u>" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.13 <u>"Gratuity"</u> 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.
 - 1.14 <u>"HPHC IGA"</u> means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.
 - 1.15 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.16 <u>"May"</u> means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
 - 1.17 <u>"Must"</u> means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
 - 1.18 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and

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make written determinations with respect to the Contract.

- 1.19 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.20 <u>"Purchase Order"</u> 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.
- 1.21 <u>"Scope of Work"</u> means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.22 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.23 <u>"Site Visit"</u> means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.
- 1.24 <u>"Subcontract"</u> 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.
- 1.25 <u>"State"</u> means the State of Arizona, or 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:

X Cost Reimbursement

3. Contract Interpretation.

- 3.1. <u>Arizona Law</u>. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. <u>Implied Contract Terms</u>. 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. <u>Contract Order of Precedence</u>. 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; and
 - 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. <u>Severability</u>. 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. <u>No Parole Evidence</u>. 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. <u>No Waiver</u>. 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. <u>Headings</u>. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. <u>Term.</u> 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. <u>Contract Renewal</u>. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

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- 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. <u>Non-Discrimination</u>. 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. <u>Financial Management</u>. 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. <u>Advertising and Promotion of Contract</u>. 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

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the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 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

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Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

- 5.1. <u>Payments</u>. 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. <u>Unit Costs/Rates or Fees</u>. 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

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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. <u>Availability of Funds for the Current Contract Term.</u> 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. <u>Subcontracts</u>. 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. <u>Assignments and Delegation</u>. 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. <u>Risk of Loss</u>. 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

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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. <u>Mutual Indemnification</u>. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

- 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. Exclusions. Force Majeure shall not include the following occurrences:
 - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. <u>Third Party Antitrust Violations</u>. 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. <u>Inspection/Testing</u>. 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. <u>Compliance With Applicable Laws</u>. 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. <u>Right to Assurance</u>. 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.

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- 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. <u>Non-exclusive Remédies</u>. 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. <u>Gratuities</u>. 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. <u>Suspension or Debarment.</u> 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 Contact 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

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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. <u>Mutual Termination.</u> 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. <u>Termination for Default</u>. 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. <u>Disposition of Property</u>. 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. <u>Program Report</u>. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2. <u>Information and Coordination</u>. 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.

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14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a

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non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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

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

21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

22. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of 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 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

CONTRACT NUMBER	
IGA2021-037	

INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

1. Background

- 1.1 In order to illustrate the gulf between the Country's costly health care and its underfunded public health system we only need to look at a person who wakes up after triple bypass surgery at a typical Arizona hospital. They typically thank their doctors for the lifesaving miracles they performed, and sometimes even make donations to the institution in gratitude. "Nobody wakes up in the morning and says, 'I'm so glad I don't have smallpox.' Or, 'Thank goodness my water is potable,'. That in a nutshell is the conundrum facing Gila County Public Health as it tackles the COVID-19 crisis. The largely preventive mission, aimed at protecting the entire community, has been consistently overlooked in a country that puts a premium, and spends more money per capita than any other, on treating individual sick people. The victories are too often taken for granted. And these days, as the ongoing vaccine, and now facemask debates demonstrate, even science is increasingly challenged.
- 1.2 Gila County currently has one full time Communicable Disease Specialist (CDS) specifically trained for, and funded with, CDC public health emergency preparedness dollars. The CDC COVID-19 funding has afforded an increase to three (3) CDS positions, and three (3) contact tracers. Additionally, Gila County has been able to repurpose program staff from the following grants: CDC Rx prevention, tobacco-free environments, maternal and child health, and emergency management, as well as multiple general funded positions in order to provide all of our clinical services, disease investigations and surveillance, communications and information sharing, incident command, logistics and supply chain, and public health education. Due to funding issues we have still been unable to fund multiple critical positions, and have pressed our staff to the point of exertion while ignoring many of the other essential public health services to our Gila County communities.
- 1.3 In early 2020, when National Association of County and City Health Officials (NACCHO) first examined all U.S. counties to determine the counties that would be at the highest risk of COVID-19 hospitalizations, ICU visits, and deaths, Gila County ranked second in risk only to Mohave County. This was not a surprise as the primary risk factors for COVID-19 complications include old age, ethnicity, diabetes, obesity, kidney disease, COPD, immunocompromised, and heart conditions such as coronary artery disease and cardiomyopathies. These same risk factors are evaluated each year by the Robert Wood Johnson Foundation and form the basis for the County Health Rankings that in 2020 ranked Gila Count 13th in the state in health outcomes with; the second highest percent older than sixty-five (65) (28.8%), three (3) times the state average percent American Indian (17.8%), well above the state average in adult smoking (18%) and adult obesity (31%), and nearly twice the state average in premature death, drug overdose death, and children and adults in poverty. Additionally, as COVID-19 positive cases continue to increase in Gila County our community faces the second highest ratio of primary care physicians to citizens (2,140:1).
- 1.4 Lastly, further evidence according to the Arizona Department of Health Services (ADHSindicate the Gila County high-risk characteristics affecting the population signify Gila County residents are at the highest risk of contracting COVID-19 in Arizona. These characteristics include: poor health, adult smoking, adult obesity, and physical inactivity to name a few.

2. Purpose

- 2.1 The project aim for Gila County Public Health is to utilize ELC funding resources to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage, and build upon, the existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). Our underlying objectives will be to use the funding to:
 - 2.1.1. Expanded testing;
 - 2.2.2 Contact tracing; and

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INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

2.2.3 Community prevention.

3. Tasks

The County shall:

- 3.1 Support the necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARS-CoV-2, including the ability to process, manage, analyze, use, and report the increased data produced and a.Increase the availability and access to free and low-cost testing for all residents;
- 3.2 Establish a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to
 - 3.2.1 Diagnostic tests,
 - 3.2.2 Tests for contact tracing, and
 - 3.2.3 Surveillance of asymptomatic persons to determine community spread;
- 3.3 Establish effective and competent contact tracing and disease surveillance programs that match current Personal Health Information (PHI), Centers for Disease Control and Prevention (CDC), and NACCHO best practices for ten (10) to fifty (50) cases per day through setup, follow-up and testing;
- 3.2 Support community-based COVID-19 related prevention efforts through
 - 3.2.1 Education messages will include information in about symptoms, testing blitz locations, local hotline information, COVID support resources and other COVID FAQ's, and
 - 3.2.2 Targeted prevention efforts in high risk industries, collaborate with local businesses to provide educational materials and train-the-trainer opportunities to disseminate information regarding COVID-19 prevention and response.

4. Approvals:

- 4.1 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work;
- 4.2 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the County and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 4.3 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 4.4 Quarterly progress report of all project activities and final summary report of project and milestones achieved through project efforts.

5. Requirements

5.1 The County shall notify ADHS of any funding being redirected from the budget to other areas of the project or for uses for prior approval, including any changes of the Scope of Work of the submitted project.

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INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

6. Deliverables and Delivery Schedule

The County shall submit the deliverables listed below to the ADHS Program Manager:

- 6.1 Contractor Expenditure Report (CER) to ADHS within fifteen (15) days after the end of the preceding quarter, for example April 15th, July 15th, October 15th and January 15th of the following year;
- 6.2 Provide a weekly report with the number of testing events conducted, number of cases investigated by disposition (completed, lost to follow up, refused, returned) and number of educational sessions/community outreach conducted;
- 6.3 Report COVID-19 testing, case investigation, and contact tracing data in ADHS-approved state investigation data management system;
- 6.4 Send daily emails to contacttracing@azdhs.gov with a basic summary total of the number of contact tracing interviews completed and any identified needs from ADHS, if indicated.

7. Notices, Correspondence, and Reports

7.1 Notices, correspondence, reports and copies of CERs/invoices from the County contractor to ADHS shall be sent to:

Arizona Department of Health Services Bureau of Epidemiology & Disease Control Chief 150 18th Avenue North Phoenix, AZ 85007 Email: Eugene.Livar@azdhs.gov

Telephone: (602) 364-3846

7.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Gila County Health Services 5515 South Apache Avenue, Suite 100

MAILING: 1400 East Ash Globe, Arizona 85501

Attention: Michael O'Driscoll, Director

Telephone: (928) 402-8767

Email: modriscoll@gilacountyaz.gov

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INTERGOVERNMENTAL AGREEMENT PRICE SHEET

Cost-Reimbursement Price Sheet FY21

ACCOUNT CLASSIFICATION	LINE ITEM TOTALS
PERSONNEL EXPENSES	\$501,085.00
EMPLOYEE RELATED EXPENSES	\$200,434.00
SUPPLIES	\$625,000.00
PROFESSIONAL AND OUTSIDE SERVICES	\$208,000.00
INDIRECT	\$70,152.00

TOTAL \$1,604,671.00

The Contractor is authorized to transfer up to a maximum of ten percent (`10%) of the total budget amount between line items.

Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT A Boycott of Israel

Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- 5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 et seg., all offerors must select one of the following:

	The Company submitting this Offer <u>does not</u> participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 <i>et seq.</i> I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
	The Company submitting this Offer <u>does</u> participate in a boycott of Israel as described in A.R.S. §§35-393 <i>et seq</i> .
	Exempt Solicitation, Contract, or Contractor.
Indicate wh	nich of the following statements applies to this Contract:
□S	olicitation or Contract has an estimated value of less than \$100,000;

□ Contractor is a sole proprietorship;

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INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT A Boycott of Israel

□ Contrac	tor has fewer than ten (10)) employees; and/or	r
□ Contrac	tor is a non-profit organiza	ation.	
	Company Name		Signature of Person Authorized to Sign
	Address		Printed Name
City	State	Zip	Title

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

	Proposed
Category Subtotal	budget
A. Salaries and Wages	\$501,085
B. Fringe Benefits	\$200,434
C. Travel In-State	\$0 \$0
D. Equipment	\$0
E. Supplies	\$625,000
F. Contractual Costs	\$660,000
6200 - Professional & Outside Services \$660,0	
6800 - Assistance to Others	\$0
G. Construction	\$0
H. Other	\$0
Additional Project Costs	\$0
I. Total Direct Costs	\$1,986,519
J. Indirect Costs	\$70,152
K. Total Amount Requested	\$2,056,671

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

A. Salaries and Wages Total: \$501,085

	Annual		Number of		Amount of
Position Title and Name	Salary	FTE	Months		Request
Health Director	\$105,381.00	50.00%	18		\$79,036
Deputy Health Director	\$79,913.00	50.00%	18		\$59,935
Health Administration Manager	\$47,980.00	50.00%	18		\$35,985
Administrative Clerk Senior	\$27,184.00	100.00%	18		\$40,776
Public Health Nurse	\$64,301.00	100.00%	18		\$96,452
Public Health Nurse	\$56,666.00	100.00%	18		\$84,999
Communicable Disease Specialist	\$33,876.00	100.00%	18		\$50,814
Communicable Disease Specialist	\$35,392.00	100.00%	18		\$53,088
		0.00%			\$0
		0.00%			\$0
		0.00%			\$0
		0.00%		_	\$0
Total FTE/Salaries		6.50	FTE		\$501,085

Justification of Positions:

Health Director

Job description: Serves as the full time PIO for the COVID-19 response. Additionally, this position evaluates the community's health needs and directs the County's public health functions accordingly. The role involves decision making regarding policies and laws, strategic goals, and collaborations with other agencies. Responsibilities include

Request: \$79,036

Deputy Health Director

Job description: Serves as the Operation Section Chief for COVID-19 response. Additionally, this position provides assistance with planning and managing the operations, activities and staff of the Health and Emergency Services Division. The position is responsible for hiring, supervising and training staff. The Deputy Director serves in the

Request: \$59,935

Health Administration Manager

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

Job description: This position is tracking COVID-19 expenditures for the Public Health Department, and the
Countywide expenses as well as managing the call center staff and all fical accounting for COVID-19 funding
allocations and reporting. The purpose of this position is to supervise all administrative and accounting division staff

Request: \$35,985

Administrative Clerk Senior

Job description: Serves as the full time primary call center administrator. Additionally, The purpose of this position is to act as a liaison between the citizens of Gila County and the wide array of programs and services available and to ensure that all customer needs, questions, and complaints are addressed in a timely manner. This position provides customer

Request: \$40,776

Public Health Nurse

Job description: Serves as a communicable disease specialist, assists clinics with blitz testing, testing supplies, Remdesivir inventory and control, vaccination preparedness and POD planning. Additionally, The purpose of this position is to address prevention, assessment, risk reduction and health status improvement with members of the

Request: \$96,452

Public Health Nurse

Job description: Serves as a communicable disease specialist, assists clinics with blitz testing, testing supplies, Remdesivir inventory and control, vaccination preparedness and POD planning. Additionally, The purpose of this position is to address prevention, assessment, risk reduction and health status improvement with members of the

Request: \$84,999

Communicable Disease Specialist

Job description: The purpose of this position is to assist with infectious disease epidemiologic activities of the Health Department by managing the surveillance programs, including routine reportable disease surveillance and response, healthcare provider outreach; assist nursing staff in outbreak investigations, data, management and health communication,

Request: \$50,814

Communicable Disease Specialist

Job description: The purpose of this position is to assist with infectious disease epidemiologic activities of the Health Department by managing the surveillance programs, including routine reportable disease surveillance and response, healthcare provider outreach; assist nursing staff in outbreak investigations, data, management and health communication,

Request: \$53,088

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

Job description:	[insert text here]oo		
O Job description:	[insert text here]	Request:	\$0
0 Job description:	[insert text here]	Request:	\$0
<u>0</u>		Request:	\$0
Job description:	[insert text here]	Request:	\$0

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

B. Fringe Benefits \$200,434

40.00%	of Total Salaries. Does not inclu-	de contracted staff.		
Position Title and Name	Requested Salary	Fringe Rate		Request
Health Director	\$79,036	40.00%		\$31,614
Deputy Health Director	\$59,935	40.00%		\$23,974
Health Administration Manager	\$35,985	40.00%		\$14,394
Administrative Clerk Senior	\$40,776	40.00%		\$16,310
Public Health Nurse	\$96,452	40.00%		\$38,581
Public Health Nurse	\$84,999	40.00%		\$34,000
Communicable Disease Specialist	\$50,814	40.00%		\$20,326
Communicable Disease Specialist	\$53,088	40.00%		\$21,235
0	\$0	40.00%		\$0
0	\$0	40.00%		\$0
0	\$0	40.00%		\$0
0	\$0	40.00%		\$0
			Total:	\$200,434

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

Trip Name			Days:	1	Trips:	1
3 people (Position 1, Position 2, P	Position 3)		Nights:	11		
		Rate		Unit		Request
Mileage Reimbursement	\$	0.445	X	0		\$0
Meal Reimbursement	\$	-	X	0		\$0
Lodging	\$	-	X	0		\$0
				Tota	d:	\$0
Justification:						
[insert text here]						
[insert text here]						
[insert text here]						
[insert text here]						
insert text here]						
			Days:	1	Trips:	1
Trip Name	Position 3)		Days: Nights:	1 1	Trips:	1
Trip Name 3 people (Position 1, Position 2, P		Rate		1 1 Unit	Trips:	1 Request
Trip Name 3 people (Position 1, Position 2, P	Position 3)	Rate 0.445		1 1 Unit 0	Trips:	Request \$0
Trip Name 3 people (Position 1, Position 2, P Mileage Reimbursement Meal Reimbursement	\$		Nights:		Trips:	\$0 \$0
Trip Name 3 people (Position 1, Position 2, P	\$		Nights:	0	Trips:	\$0
Trip Name 3 people (Position 1, Position 2, P Mileage Reimbursement Meal Reimbursement Lodging	\$		Nights:	0		\$0 \$0
Trip Name 3 people (Position 1, Position 2, P Mileage Reimbursement Meal Reimbursement	\$		Nights:	0 0 0		\$0 \$0 \$0
Trip Name 3 people (Position 1, Position 2, P Mileage Reimbursement Meal Reimbursement Lodging Justification:	\$		Nights:	0 0 0		\$0 \$0 \$0
Trip Name 3 people (Position 1, Position 2, P Mileage Reimbursement Meal Reimbursement Lodging	\$		Nights:	0 0 0		\$0 \$0 \$0

Nights:

3 people (Position 1, Position 2, Position 3)

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

		Rate		Unit		Request
Mileage Reimbursement	\$	0.445	X	0		\$0
Meal Reimbursement	\$	-	X	0		\$0
Lodging	\$	-	X	0		\$0
					Гotal:	\$0
Justification:						
[insert text here]						
Trip Name			Days:	1	Trips:	
3 people (Position 1, Position 2, Po	osition 3)		•	1	mps.	
5 people (1 osition 1, 1 osition 2, 1	osition 3)	Rate	Nights:	Unit	1	Request
Mileage Reimbursement	\$	0.445	X	0		S(
•	\$	-	X	0		\$(
Megi Reimhilreement						UU.
				_		
Meal Reimbursement Lodging	\$	-	X	0	Fotol:	\$(
Lodging		-		0	Γotal:	\$0 \$ 0
Lodging Justification:				0	Γotal:	\$0
Lodging				0	Fotal:	\$0
Lodging Justification:				0	Γotal:	\$0
Lodging Justification:				0	Fotal:	\$(
Lodging Justification:			х	0		\$0
Lodging Justification: [insert text here]	\$	-	x Days:	0	Гоtal: Trips:	\$0
Lodging Justification: [insert text here] Trip Name	\$	Rate	х	0		\$0
Lodging Justification: [insert text here] Trip Name	\$	Rate 0.445	x Days:	1		\$0
Lodging Justification: [insert text here] Trip Name 3 people (Position 1, Position 2, Po	osition 3)		X Days: Nights:	1 1 Unit		\$0 \$0
Lodging Justification: [insert text here] Trip Name 3 people (Position 1, Position 2, Position 2, Position 2, Position 2, Position 3, Position 2, Position 3, Position 4, Position 5, Position 6, Position 6, Position 7, Position 7, Position 8, Position 8, Position 9, Po	osition 3)		Days: Nights:	1 1 Unit 0		Request \$6

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

[insert text here]						
Trip Name			Days:	1	Trips:	1
3 people (Position 1, Position 2, 1	Position 3)		Nights:	1		
		Rate		Unit		Request
Mileage Reimbursement	\$	0.445	X	0		\$0
Meal Reimbursement	\$	-	X	0		\$0
Lodging	\$	-	X	0		\$0
Justification:				Total:	:	\$0
[insert text here]						
[misers serie mere]						
Trip Name			Days:	1	Trips:	1
3 people (Position 1, Position 2, 1	Position 3)		Nights:	1	mps.	1
5 people (1 oblion 1, 1 oblion 2,		Rate	ivigilis.	Unit		Request
Mileage Reimbursement	\$	0.445	X	0		\$0
Meal Reimbursement	\$		X	0		\$0
Lodging	\$	_	X	0		\$0
				Total:	• •	\$0
Justification:					<u>-</u>	
[insert text here]						
_						
Trip Name			Days:	1	Trips:	1

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

3 people (Position 1, Position 2, l	Position 3)		Nights:	1		
		Rate		Unit		Request
Mileage Reimbursement	\$	0.445	X	0		\$0
Meal Reimbursement	\$	-	X	0		\$0
Lodging	\$	-	X	0		\$0
					Total:	\$0
Justification:						
[insert text here]						
Trip Name			Days:	1	Trips:	1
3 people (Position 1, Position 2, 1	Position 3)		Nights:	1	_	
		Rate		Unit		Request
Mileage Reimbursement	\$	0.445	X	0		\$0
Meal Reimbursement	\$	-	X	0		\$0
Lodging	\$	-	X	0		\$0
					Total:	\$0
Justification:						
[insert text here]						
Trip Name			Days	1	Trins	1
Trip Name 3 people (Position 1 Position 2 1	Position 3)		Days:	1	Trips:	1
Trip Name 3 people (Position 1, Position 2, l		Rate	Days: Nights:	1	Trips:	1 Request
3 people (Position 1, Position 2, l		Rate 0.445	Nights:	1 1 Unit	Trips:	1 Request
3 people (Position 1, Position 2, 1) Mileage Reimbursement	\$	Rate 0.445	Nights:	Unit 0	Trips:	\$0
3 people (Position 1, Position 2, l			Nights:	1 Unit	Trips:	Request \$0 \$0 \$0 \$0

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

[insert text here]						
, L						
Trip Name			Days:	1	Trips:	1
3 people (Position 1, Position 2, I	Position 3)		Nights:	1		
		Rate		Unit		Request
Mileage Reimbursement	\$	0.445	X	0	-	\$0
Meal Reimbursement	\$	-	X	0		\$0
Lodging	\$	-	X	0		\$0
				Tot	al:	\$0
Trin Name			Dova	1	Trings	1
Trip Name 3 people (Position 1 Position 2 1	Position 3)		Days:	1	Trips:	1
Trip Name 3 people (Position 1, Position 2, I	T	Rate	Days: Nights:	1	Trips:	
3 people (Position 1, Position 2, I		Rate 0.445	Nights:	1 1 Unit 0	Trips:	Request \$0
3 people (Position 1, Position 2, I	\$	Rate 0.445	Nights:	Unit 1	Trips:	Request \$0
3 people (Position 1, Position 2, I Mileage Reimbursement Meal Reimbursement	\$ \$		Nights:	Unit 0	Trips:	Request \$0
3 people (Position 1, Position 2, I	\$		Nights:	Unit 0 0 0 0		Request \$0 \$0 \$0 \$0
3 people (Position 1, Position 2, I Mileage Reimbursement Meal Reimbursement	\$ \$		Nights:	Unit 0 0		Request \$0 \$0 \$0 \$0
3 people (Position 1, Position 2, I Mileage Reimbursement Meal Reimbursement Lodging	\$ \$		Nights:	Unit 0 0 0 0		Request \$0 \$0 \$0 \$0
3 people (Position 1, Position 2, I Mileage Reimbursement Meal Reimbursement Lodging Justification:	\$ \$		Nights:	Unit 0 0 0 0		Request
3 people (Position 1, Position 2, I Mileage Reimbursement Meal Reimbursement Lodging Justification:	\$ \$		Nights:	Unit 0 0 0 0		Request \$0 \$0 \$0 \$0

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

In-State Total:

\$0

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

D.	Equipment	Total:	: \$0)

Item Requested	Unit Cost			Quantity (ea.)		Request
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
					Total:	\$0
Justification of Equipment:						
[insert text here]						

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

E. Supplies	Total:	\$625,000

Item Requested	Un	it Cost		Quantity (ea.)		Request
•	\$	-	X	0		\$0
Pixel by LabCorp (At-Home Kit)	\$	125.00	X	5000		\$625,000
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
					Total:	\$625,000
Justification of Supplies:						

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

[insert text here]		

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

F. Contractual Costs	Total:	\$660,000

Consultant (P&O) Costs (6200 line expenses; ex. Kelly Scientific Contractors) **Command Solutions 4** \$660,000 Organizational Affiliation: NA 7000 N Cotton Lane #533, Waddell, AZ, 85355 Nature of Services to be Rendered: Critical Incent Command positions for HEOC, Disease Investigations, and Relevance of Service to the Project: Gila County capacity to staff key positions is not possible during the hiring No. Days of Consultation: Planning is for 18 months, August 2020 - February 2022, or based on needs moving Expected Rate of Compensation: HEOC Incident Commander \$10k month 18 months, Logisites Section Chief Method of Accountability: Monthly Program Goals and Objectives Reports and Account/Responsibility Review (Name) \$0 Organizational Affiliation: [insert text here] (Address Line 1) Nature of Services to be Rendered: [insert text here] Relevance of Service to the Project: [insert text here] No. Days of Consultation: [insert text here] **Expected Rate of Compensation:** [insert text here] Method of Accountability: [insert text here] \$0 (Name) Organizational Affiliation: [insert text here] (Address Line 1) Nature of Services to be Rendered: [insert text here] Relevance of Service to the Project: [insert text here] No. Days of Consultation: [insert text here] **Expected Rate of Compensation:** [insert text here] Method of Accountability: [insert text here]

(Name)

\$0

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

Organizational Affiliation: [insert text here]	
(Address Line 1)	
Nature of Services to be Rendered: [insert text here]	
Relevance of Service to the Project: [insert text here]	
No. Days of Consultation: [insert text here]	
Expected Rate of Compensation: [insert text here]	
Method of Accountability: [insert text here]	
(Name)	\$0
Organizational Affiliation: [insert text here]	
(Address Line 1)	
Nature of Services to be Rendered: [insert text here]	
Relevance of Service to the Project: [insert text here]	
No. Days of Consultation: [insert text here]	
Expected Rate of Compensation: [insert text here]	
Method of Accountability: [insert text here]	
(Name)	\$0
Organizational Affiliation: [insert text here]	
(Address Line 1)	
Nature of Services to be Rendered: [insert text here]	
Relevance of Service to the Project: [insert text here]	
No. Days of Consultation: [insert text here]	
Expected Rate of Compensation: [insert text here]	
Method of Accountability: [insert text here]	
(Name)	\$0
Organizational Affiliation: [insert text here]	
(Address Line 1)	
Nature of Services to be Rendered: [insert text here]	
Relevance of Service to the Project: [insert text here]	
No. Days of Consultation: [insert text here]	
	ı,

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

Expected Rate of Compensation: [insert text here]

Method of Accountability: [insert text here]

\$0 (Name)

Organizational Affiliation: [insert text here]

(Address Line 1)

Nature of Services to be Rendered: [insert text here] Relevance of Service to the Project: [insert text here]

No. Days of Consultation: [insert text here]

Expected Rate of Compensation: [insert text here] Method of Accountability: [insert text here]

> **Consultant (Professional & Outside Services) Total:** \$660,000

\$0

Contractual (Assistance to Others)

(6800 line expenses)

Name

Address Line 1

Method of Selection: [insert text here] Period of Performance: [insert text here]

Scope of Work: [insert text here]

Method of Accountability: [insert text here]

Itemized Budget: [insert text here]

Name

Address Line 1

Method of Selection: [insert text here] Period of Performance: [insert text here]

Scope of Work: [insert text here]

Method of Accountability: [insert text here]

Itemized Budget: [insert text here]

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

Name	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
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Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
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Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
1 value	Φ0

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
Address Line 1	\$0
Method of Selection: [insert text here] Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
Address Line 1	ΨΟ
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
Address Line 1	

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

Period of Performance: [insert text here] Scope of Work: [insert text here] Method of Accountability: [insert text here] Itemized Budget: [insert text here] Name Address Line 1 Method of Selection: [insert text here]	\$0
Method of Accountability: [insert text here] Itemized Budget: [insert text here] Name Address Line 1 Method of Selection: [insert text here]	\$0
Itemized Budget: [insert text here] Name Address Line 1 Method of Selection: [insert text here]	\$0
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Address Line 1 Method of Selection: [insert text here]	\$0
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
	4.0
Name	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
Address Line 1	
Method of Selection: [insert text here]	
Period of Performance: [insert text here]	
Scope of Work: [insert text here]	
Method of Accountability: [insert text here]	
Itemized Budget: [insert text here]	
Name	\$0
Address Line 1	
Method of Selection: [insert text here]	

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

	Contractual (Assistance to Others) Total:	\$(
Temper Burget [mort text here]		
Method of Accountability: [insert text here] Itemized Budget: [insert text here]		
Scope of Work: [insert text here] Method of Accountability, [insert text here]		
Period of Performance: [insert text here]		
Method of Selection: [insert text here]		
Address Line 1		
Name		\$0
Itemized Budget: [insert text here]		
Method of Accountability: [insert text here]		
Scope of Work: [insert text here]		
Period of Performance: [insert text here]		
Method of Selection: [insert text here]		
Address Line 1		
Name		\$0
Itemized Budget: [insert text here]		
Method of Accountability: [insert text here]		
Scope of Work: [insert text here]		
Period of Performance: [insert text here]		
Method of Selection: [insert text here]		
Address Line 1		
Name		\$0
Itemized Budget: [insert text here]		
Method of Accountability: [insert text here]		
Scope of Work: [insert text here]		
Period of Performance: [insert text here]		

ELC COVID-19 Prejects

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

G. Construction Total: \$0

ELC COVID-19 Prejects

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

H. Other	Total:	\$0
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	\$ \$	-	X	0	•	Request
	\$		Λ	0		\$
	Ψ	-	X	0		\$
	\$	-	X	0		\$
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
	\$	-	X	0		\$0
					Total:	\$0
Justification of Additional Charges: [insert text here]						

ELC COVID-19 Prejects

July 1, 2020 to February 28, 2022

AZ Detailed Line Item Budget and Justification

CDC RFA: N/A CFDA Number: NA/A

I. Total Direct Costs				\$1,986,519
J. Indirect Rate and Costs				\$70,152
10.00%	of Salaries and Fringe Benefits.	Total Request:	\$70,152	

ARF-6234 Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 09/15/2020

<u>Submitted For:</u> Michael O'Driscoll, Director <u>Submitted By:</u> Josh Beck, EM/PHEP Manager

<u>Department:</u> Health & Emergency Management <u>Division:</u> Health Services

<u>Fiscal Year:</u> 2020 - 2021 <u>Budgeted?:</u> No

<u>Contract Dates</u> upon signature through <u>Grant?:</u> Yes

Begin & End: 8/31/2021

Matching No <u>Fund?:</u> Replacement

Requirement?:

Information

Request/Subject

Intergovernmental Agreement (Contract No. IGA2021-052) with the Arizona Department of Health Services (ADHS).

Background Information

Coronaviruses are a family of viruses that can cause illnesses such as fever, cough, fatigue, shortness of breath, loss of smell, loss of taste, and severe acute respiratory syndrome. In 2019, a new coronavirus was identified as the cause of a disease outbreak that originated in China. The virus is now known as the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The disease it causes is called coronavirus disease 2019 (COVID-19). In March 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a pandemic. On January 31, 2020, the United States Department of Health and Human Services declared a public health emergency to address the 2019 novel coronavirus. This pandemic leads to Arizona Governor Doug Ducey in March of 2020 to start the process of issuing declarations of public health emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19. This led to additional actions to contain the spread of COVID-19, including the signing of Executive Order 2020-47 that required the pausing of business operations for certain businesses such as gyms, bars, indoor movie theaters, water parks, and restaurants with indoor seating to operate at less than fifty percent (50%) capacity.

In collaboration with the Arizona Department of Health Services (ADHS), this additional environmental health funding is intended to address complaints received of identified permitted establishments noted in Executive Orders that are failing to adopt, adhere to, and comply with measures to help mitigate the spread of COVID-19.

Evaluation

Gila County Environmental Health will plan and implement strategies to help protect Arizonans from the spread of COVID-19 as documented in the background section. These strategies will include educational visits to permitted establishments when complaints are received of surrounding businesses that are failing to adhere to mitigation strategies as recommended by the CDC and ADHS, which include, but are not limited to; wearing cloth face coverings; practicing physical distancing; operating at appropriate capacity limits; and cleaning and disinfecting frequently touched objects and surfaces.

The Gila County Environmental Health compliant driven inspections will be educational in intent. Providing guidance and recommendations to businesses and establishments to help implement appropriate measures to help mitigate the spread of COVID-19. Recommendations will align with guidance provided by the CDC and ADHS and will include the following: physical distancing by avoiding close contact (within six (6) feet) with others; cleaning and disinfecting frequently touched objects and surfaces; wearing cloth face coverings, and adhering to all required capacity limits.

Conclusion

Approval of Contract No. IGA2021-052 will allow Gila County to determine compliance and educate public places such as gyms, bars, indoor movie theaters, water parks and restaurants with indoor seating, and citizens within their jurisdiction with respect to all standing Arizona Governor's Executive Orders that must comply with measures to help mitigate the spread of COVID-19.

Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors approve IGA Contract No. IGA2021-052 with the Arizona Department of Health Services for environmental health complaint referrals upon signature through August 31, 2021, in the amount of \$25,000.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. IGA2021-052) with the Arizona Department of Health Services in the amount of \$25,000 for environmental health complaint referrals upon signature through August 31, 2021. (Michael O'Driscoll)

<u>Attachments</u>

Contract No. IGA2021-052



INTERGOVERNMENTAL AGREEMENT (IGA)

CONTRACT No.: IGA2021-052

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 530 Phoenix, Arizona 85007

Project Title:	COVID-19 Complaint Referrals	Begin Date: Upon Signature
Geographic S	ervice Area: Gila County Health Services	Termination Date: August 31, 2021

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:

X Counties: A.R.S. §§ 11-201, 11-951, 11-952 and Amendments signed by each of the parties and attached hereto are her effective date of the Amendment, as if fully set out herein.	
Arizona Transaction (Sales) Privilege:	FOR CLARIFICATION, CONTACT: Name: Michael O'Driscoll, Director
Tax License No.:	Phone: (928) 402-8767
Gila County Health Services 5515 South Apache Ave, Ste. 100 Globe, Arizona 85501	FAX No: (928) 425-0794 E-mail: modriscoll@gilacountyaz.gov
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. IGA2021-052 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.
Signature of Person Authorized to Sign Date	State of Arizona Signed this day of, 20
Tim Humphrey Chairman Board of Supervisors	
	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.	Contract No.: IGA2021-052, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:
Signature of Person Authorized to Sign Date	
The Gila County Attorney's Office	Signature Date
Print Name and Title	Assistant Attorney General:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-052	TERMS AND CONDITIONS
	COVID-19 COMPLAINT REFERRALS

- 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 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 <u>"Change Order"</u> 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 <u>"Contract"</u> 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 <u>"Contract Amendment"</u> 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 <u>"Cost Reimbursement"</u> 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 "<u>Fixed Price</u>" 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 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipment's, supplies, printing, insurance and leases of property.
 - 1.13 <u>"Procurement Officer"</u> 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 <u>"Purchase Order"</u> 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 <u>"Services"</u> means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 <u>"Subcontract"</u> 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 <u>"State"</u> means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER
IG A2021-052

2. CONTRACT TYPE:

This Contract shall be:

X FIXED PRICE

3. CONTRACT INTERPRETATION:

- 3.1. <u>Arizona Law</u>. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. <u>Implied Contract Terms</u>. 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. <u>Contract Order of Precedence</u>. 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; and
 - 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. <u>Severability</u>. 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. <u>No Parole Evidence</u>. 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. <u>No Waiver</u>. 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. <u>Headings</u>. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. CONTRACT ADMINISTRATION AND OPERATION:

- 4.1. <u>Term.</u> 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. <u>Contract Renewal</u>. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

CONTRACT NUMBER
IGA2021-052

- 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. <u>Non-Discrimination</u>. 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. <u>Financial Management</u>. 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. <u>Advertising and Promotion of Contract</u>. 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

CONTRACT NUMBER
IGA2021-052

the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 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. <u>E-Verify Requirements</u> 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. <u>Payments</u>. 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.
- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 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. <u>Unit Costs/Rates or Fees</u>. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

- 5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and

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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. <u>Availability of Funds for the Next Fiscal Year</u>. 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. <u>Availability of Funds for the Current Contract Term.</u> 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. <u>Subcontracts</u>. 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. <u>Assignments and Delegation</u>. 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. <u>Risk of Loss</u>. 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. <u>Mutual Indemnification</u>. 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,

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misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

- 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. Exclusions. Force Majeure shall not include the following occurrences:
 - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. <u>Third Party Antitrust Violations</u>. 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. <u>Liens</u>. 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;

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- 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. <u>Inspection/Testing</u>. 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. <u>Compliance With Applicable Laws</u>. 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. <u>Right to Assurance</u>. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2. Stop Work Order.

- 9.2.1. Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. <u>Non-exclusive Remedies</u>. 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

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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. <u>Gratuities</u>. 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. <u>Suspension or Debarment.</u> 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 Contact 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. <u>Mutual Termination.</u> 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. <u>Termination for Default</u>. 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

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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. <u>Disposition of Property</u>. 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. <u>Program Report</u>. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2. <u>Information and Coordination</u>. 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.

15. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:

- 15.1. <u>Paid and Unpaid Personnel</u>. 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. <u>Costs</u>. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

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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 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.
- 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 ADOA-ASET Arizona State Chief Information Security 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, 150 North 18th Avenue, Suite 260, Phoenix, Arizona 85007.

20. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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21. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT HTTPS://WWW.FSRS.GOV/:

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

22. TECHNOLOGY REPLACEMENT:

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms.

23. AUTHORIZATION FOR PROVISION OF SERVICES:

Authorization for purchase of services under this agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the agreement 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 changed or modified with an official ADHS Procurement Change Order, and/or b) An additional Purchase Order is issued for purchase of services under this agreement.

24. PUBLIC HEALTH EMERGENCIES:

- 24.1. In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:
 - 24.1.1. Approval from ADHS shall be requested prior to reassignment of staff.
 - 24.1.2. Reassignment must be voluntary;
 - 24.1.3. Locations for reassignment must be covered under the public health emergency; and
 - 24.1.4. Any reassignment of staff shall be considered approved until further notice from the ADHS or until the Governor declares an end to the public health emergency.
- 24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

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INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK COVID-19 COMPLAINT REFERRALS

1. BACKGROUND:

1.1. Coronaviruses are a family of viruses that can cause illnesses such as fever, cough, fatigue, shortness of breath, loss of smell, loss of taste, and severe acute respiratory syndrome. In 2019, a new coronavirus was identified as the cause of a disease outbreak that originated in China. The virus is now known as the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The disease it causes is called coronavirus disease 2019 (COVID-19). In March 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a pandemic. On January 31, 2020 the United States Department of Health and Human Services, declared a public health emergency to address the 2019 novel coronavirus. This pandemic lead to Arizona Governor Doug Ducey in March of 2020 to start the process of issuing declarations of public health emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19. This led to additional actions to contain the spread of COVID-19, including the signing of Executive Order 2020-47 that required the pausing of business operations for certain businesses such as gyms, bars, indoor movie theaters, water parks, and restaurants with indoor seating to operate at less than fifty percent (50%) capacity.

2. OBJECTIVES:

- 2.1. In collaboration with the Arizona Department of Health Services (ADHS) and State of Arizona County Health Departments (CHDs) are to address complaints received of identified permitted establishments noted in Executive Orders that are failing to adopt, adhere to, and comply with measures to help mitigate the spread of COVID-19.
- 2.2. CHDs will plan and implement strategies to help protect Arizonans from the spread of COVID-19 as documented in the background section. These strategies will include educational visits to permitted establishments when complaints are received surrounding business that are failing to adhere to mitigation strategies as recommended by the CDC and ADHS, which include, but are not limited to; wearing cloth face coverings; practicing physical distancing; operating at appropriate capacity limits; and cleaning and disinfecting frequently touched objects and surfaces.
- 2.3. The CHD compliant driven inspections will be educational in intent. Providing guidance and recommendations to businesses and establishments to help implement appropriate measures to help mitigate the spread of COVID-19. Recommendations will align with guidance provided by the CDC and ADHS and will include the following: physical distancing by avoiding close contact (within six (6) feet) with others; cleaning and disinfecting frequently touched objects and surfaces; wearing cloth face coverings; and adhering to all required capacity limits.

3. SCOPE OF SERVICE:

Pilot projects will function on an annual budget period. The geographic scope of the intervention is county scale. Price sheet funding allocations were based on population size. The total length of the project period is no more than one (1) budget year. The first-year budget will be a condensed year starting upon signature of the Contract through August 31, 2021 (Year 1). Continuation of the project after Year 1 is dependent on funding availability. A revised scope of work based on funding availability will be agreed upon with the CHD before the start of each budget year on an annual basis prior to the start of the next budget year.

The CHD shall:

- 3.1. Educate public places such as gyms, bars, indoor movie theaters, water parks and restaurants with indoor seating, and citizens within their jurisdiction with respect to all standing Arizona Governor's Executive Orders https://azgovernor.gov/executive-orders that must comply with measures to help mitigate the spread of COVID-19;
- 3.2. Determine compliance with all standing Arizona Governor's Executive Orders through complaint inspections and investigations of applicable businesses failing to adopt, adhere to, and comply with measures to help mitigate the spread of COVID-19; and
- 3.3. Designate staff and transportation resources to participate in educational visits as well as administer procurement aspects of the contract.

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ADHS shall:

- 3.4. Provide technical assistance to CHDs with updated or targeted educational information when requested to help mitigate the spread of COVID-19; and
- 3.5. Provide a liaison for routine and frequent communication for administration of the contract between the CHD and state health department.

4. TASKS:

- 4.1. Year One (1) (Upon Signature August 31, 2021)
 - 4.1.1 ADHS and the CHD shall:
 - 4.1.1.1 ADHS will develop an inspection report which is to be completed by the CHDs and business establishment at the time of visit. Copies of the inspection report will be provided to ADHS.
 - 4.1.2 ADHS Responsibilities:
 - 4.1.2.1 ADHS will regularly keep up with communications with the CHD staff in order to direct priorities either on monthly CHD Health Officer Calls and or during meetings with CHDs Environmental Health Directors on a monthly basis; and
 - 4.1.2.2 ADHS will develop communication mechanism for receiving and maintaining inspection reports per state retention rule regulations within the first three (3) months.
 - 4.1.3 CHD Responsibilities (Upon Signature August 31, 2021)
 - 4.1.3.1 Develop an Implementation and Monitoring Strategy (IMS)
 - 4.1.3.1.1 A complete IMS should include:
 - 4.1.3.1.1.1 Identifying roles and responsibilities, including if the inspections will be performed by their epidemiology staff persons or environmental health;
 - 4.1.3.1.1.2 Monthly provide ADHS Office of Environmental Health copies of all completed complaint inspections on the approved inspection report; and
 - 4.1.3.1.1.3 Monthly provide summary document regarding the number of complaints received and the category of complaint, the number of inspections completed.

4.1.3.2 Complete Inspections

- 4.1.3.2.1 The CHD shall provide staff to conduct in person inspections and report educational visits completions back to ADHS;
- 4.1.3.2.2 Provide logistical support to answer complaints such as by phone, email, or in person; and
- 4.1.3.2.3 The CHD shall provide their own transportation to/from inspections and follow State of Arizona Travel Policy Guidelines. Travel documentation shall be kept in accordance with State of Arizona Travel Policy Guidelines https://gao.az.gov/travel/welcome-gao-travel for mileage and per diem.
- 4.1.4 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the CHD shall submit a complete and accurate Contractor's Expenditure Report (CER) for payment from the State within thirty (30) days, as provided in the Accounting and Auditing

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INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK COVID-19 COMPLAINT REFERRALS

Procedures Manual for the ADHS.

4.1.5 Administrative

- 4.1.5.1 CHD will be supported by technical assistance from the ADHS Office of Environmental Health subject matter experts. Technical assistance can be provided for guidance on communication, evaluation, and implementation and intervention surrounding the complaint inspections; and
- 4.1.5.2 Indirect rates are recoupable based on state allowed rate in this Contract.

5. DELIVERABLES:

5.1. Prepare and submit completed Implementation and rendering of complaint inspection reports.

6. PAYMENTS:

6.1. Invoices shall be emailed to: invoices@azdhs.gov. All deliverables must be met before ADHS will process payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days.

7. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

7.1. Notices, correspondence, reports, supporting documentation, and CERs from the CHD to ADHS shall be sent to:

Arizona Department of Health Services Office of Environmental Health Office Chief 150 North 18th Avenue, Suite 140 Phoenix, Arizona 85007

Phone: (602) 542-8817

Email: enviromentalhealth@azdhs.gov

7.2. Notices, Correspondence, Reports and Payments from ADHS to the CHD shall be sent to:

Gila County Health Services Michael O'Driscoll, Director 5515 South Apache Ave, Ste. 100

Globe, Arizona 85501 Phone: (928) 402-8767

Email: modriscoll@gilacountyaz.gov

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INTERGOVERNMENTAL AGREEMENT (IGA) PRICE SHEET COVID-19 COMPLAINT REFERRALS

DESCRIPTION	QTY.	UOM	UNIT PRICE
Completed Implementation and rendering of complaint inspections	1	Annual	\$25,000.00

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INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT ONE (1) COVID-19 COMPLAINT REFERRALS



COVID-19 Complaint Referrals

For complaints related to enforcement of masks (if locally mandated) or physical distancing contact Local Law Enforcement.

Complaints related to enforcement of physical distancing can also be reported to your <u>Local Health Department</u>.

GYMS

Local Law Enforcement

Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)

County Board of Health, Local Health Department, County Environmental Department or Public Health Service
District, varies by locality

EO <u>2020-43</u> and A.R.S. §§ <u>36-602</u>, <u>36-603</u>

If serving food, EO 2020-47, A.R.S. § 36-183.06 and delegation agreements

Arizona Department of Health Services

A.R.S. §§ 36-787 and 36-601

Department of Liquor Licenses and Control

If serving alcohol, EO 2020-43

BARS

Local Law Enforcement

Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)

County Board of Health, Local Health Department, County Environmental Department or Public Health Service

District, varies by locality

EO 2020-43 and A.R.S. §§ 36-602, 36-603

If serving food, EO 2020-47, A.R.S. § 36-183.06 and delegation agreements

Department of Liquor Licenses and Control

EO 2020-43

Arizona Department of Health Services

A.R.S. §§ 36-787 and 36-601

RESTAURANTS

Local Law Enforcement

Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)

County Board of Health, Local Health Department, County Environmental Department or Public Health Service

District, varies by locality

A.R.S. §§ <u>36-602</u>, <u>36-603</u>, EO <u>2020-47</u>, A.R.S. § <u>36-183.06</u>, <u>36-602</u>, <u>36-603</u> and delegation agreements

Department of Liquor Licenses and Control

If serving alcohol, EO 2020-43

Arizona Department of Health Services, Food Safety Program

A.R.S. §§ 36-787 and 36-601

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INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT ONE (1) COVID-19 COMPLAINT REFERRALS

INDOOR MOVIE THEATERS

Local Law Enforcement

Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)

County Board of Health, Local Health Department, County Environmental Department or Public Health Service

District, varies by locality

EO 2020-43 and A.R.S. §§ 36-602, 36-603

If serving food, EO 2020-47, A.R.S. § 36-183.06 and delegation agreements

Department of Liquor Licenses and Control

If serving alcohol, EO 2020-43

Arizona Department of Health Services

A.R.S. §§ <u>36-787</u> and <u>36-601</u>

WATER PARKS/TUBING

Local Law Enforcement

Executive Order [EO] 2020-43 and A.R.S. §§ 26-316 and 36-787(D)

County Board of Health, Local Health Department, County Environmental Department or Public Health Service

District, varies by locality

EO 2020-43 and A.R.S. §§ 36-602, 36-603

If serving food, EO 2020-47, A.R.S. § 36-183.06 and delegation agreements

Department of Liquor Licenses and Control

If serving alcohol, EO 2020-43

Arizona Department of Health Services

A.R.S. §§ <u>36-787</u> and <u>36-601</u>

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INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT (A) - BOYCOTT OF ISRAEL DISCLOSURE COVID-19 COMPLAINT REFERRALS

BOYCOTT OF ISRAEL DISCLOSURE

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- 3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 et seq., all offerors must select one of the following:

CITY STATE ZIP	TITLE	
ADDRESS	PRINTED NAME	
COMPANY NAME	SIGNATURE OF PERSON AUTHORIZED TO SIGN	
 □ Solicitation or Contract has an estimated value of less than \$ □ Contractor is a sole proprietorship; □ Contractor has fewer than ten (10) employees; and/or □ Contractor is a non-profit organization. 	100,000;	
Indicate which of the following statements applies to this Contract:		
Exempt Solicitation, Contract, or Contractor.		
The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 et seq.		
The Company submitting this Offer <u>does not</u> participate in, and agrees not to participate in during the term of the contract, a boycott Israel in accordance with A.R.S. §§35-393 <i>et seq.</i> I understand that my entire response will become public record in accordance w A.A.C. R2-7-C317.		

ARF-6216 Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Josh Beck, EM/PHEP Manager

Submitted By: Paula Horn, Deputy Director of Health

<u>Department:</u> Health & Emergency Management <u>Division:</u> Health Services

<u>Fiscal Year:</u> 2020-2021 <u>Budgeted?:</u> Yes

Contract Dates 07-07-20 through 06-30-25 Grant?: Yes

Begin & End:

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

Intergovernmental Agreement (Contract No. IGA2020-040) with the Arizona Department of Health Services (ADHS).

Background Information

Title V Maternal and Child Health were previously included in the integrated Intergovernmental Agreement (IGA) (Contract No. ADHS16-098369) Healthy People, Healthy Communities. Title V Maternal and Child Health has provided services in Gila County for over ten years and will continue to provide family planning and evidence-based strategies that enhance preventive and primary care services for child health, adolescent health, and children with special health care needs. Title V was removed from the integrated grant because it will now be cost-reimbursement contracts and not a fixed price.

Evaluation

Contract No. IGA2020-040 will allow Gila County to continue to provide family planning services and prevention strategies for women, children, and families with special health care needs for an additional five-year period.

Conclusion

Approval of the replacement Contract No. IGA 2020-040 will allow Gila County to implement evidence-based/evidence-informed strategies that:

Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for pregnant women, mothers, and infants up to age one (1) for the Women/Maternal and Perinatal Infant population domains,

Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for the Child Health, Adolescent Health and Children with Special Health Care Needs population domains,

Enhance family, youth, and community engagement for all five (5) population domains

in the MCH Block Grant including children and families with special health care needs, and

Promote and implement evidence-based or evidence-informed strategies that enhance cross-cutting and system building infrastructure.

Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors approve IGA Contract No. IGA2020-040 with the Arizona Department of Health Services for Title V Maternal and Child Health Healthy Arizona Families from July 1, 2020 to June 30, 2025, in the amount of \$102,673.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. IGA 2020-040) with the Arizona Department of Health Services for Title V Maternal and Child Health Healthy Arizona Families from July 1, 2020 to June 30, 2025, in the amount of \$102,673. (Michael O'Driscoll)

Attachments

original contract



INTERGOVERNMENTAL AGREEMENT (IGA)

CONTRACT No.: IGA2020-040

ARIZONA DEPARTMENT OF

HEALTH SERVICES
150 North 18th Avenue, Suite 530
Phoenix, Arizona 85007

Project Title: Title V Maternal and Child Health Healthy Ariz	ona Families Begin Date: July 1, 2020
Geographic Service Area: Gila County	Termination Date: June 30, 2025
Arizona Department of Health Services has authority to contract for se 11-952, 36-104 and 36-132. The Contractor represents that it has authorien pursuant to: X	Representation of the performance of the services provided and sovereign authority of the contracting Indian Nation. It. If the performance of the services provided and sovereign authority of the contracting Indian Nation. It. If the performance of the services provided and services pr
Arizona Transaction (Sales) Privilege:	FOR CLARIFICATION, CONTACT:
Federal Employer Identification No.:	Name: Joshua Beck
Tax License No.:	Phone:
Contractor Name: Gila County Address: 1400 E ASH ST	FAX No:
GLOBE, Arizona 85501	E-mail: ibeck@GILACOUNTYAZ.GOV
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. IGA2020-040 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.
Signature of Person Authorized to Sign Date	State of Arizona Signed this day of, 20
Woody Cline, Chairman, Gila County Board of Supervisors	
	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.	Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:
Signature of Person Authorized to Sign Date	Signature Date
	Assistant Attorney General:
Print Name and Title	Additional delicities
Gila County Attorney's Office	

CONTRACT NUMBER
IGA2020-040

- Definition of Terms. As used in this Contract, the terms listed below are defined as follows:
 - 1.1 <u>"Attachment"</u> means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 <u>"Change Order"</u> 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 <u>"Contract"</u> 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 <u>"Contract Amendment"</u> 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 <u>"Contractor"</u> means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 <u>"Cost Reimbursement"</u> 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 <u>"Days"</u> means calendar days unless otherwise specified.
 - 1.10 <u>"Emerging Issues"</u> are projects and/or strategies that become prominent and/or are unique to a particular County.
 - 1.11 <u>"Evidence-Based Strategies"</u> are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: http://www.thecommunityguide.org/) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons http://www.communitycommons.org/)
 - 1.12 <u>Evidence-informed</u> means interventions, strategies, approaches, and/or program models that bring together the best available research, professional expertise, and input from participants to identify and deliver services that have promise to achieve positive outcomes.
 - 1.13 <u>"Gratuity"</u> means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless

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consideration of substantially equal or greater value is received.

- 1.14 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.15 "MCH HAF" means the ADHS issued Title V Maternal and Child Health Healthy Arizona Families Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being Arizona's women and children.
- 1.16 <u>"May"</u> means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract
- 1.17 <u>"Must"</u> means a mandatory Program policy considered essential to the provision of high quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
- 1.18 <u>"National Performance Measures Framework"</u> means a structure that enables states to demonstrate the impact of Title V on selected health outcomes within the state. The framework contains three levels of measure:
 - 1) National Outcome Measures (NOMs) intended to represent the desired result of Title V program activities and interventions. These measures for improved health are longer-term than National Performance Measures.
 - 2) National Performance Measures intended to drive improved outcomes relative to one or more indicators of health status (i.e., NOMs) for the MCH population.
 - 3) Evidence based/informed strategy measures (ESMs) intended to hold states accountable for improving quality and performance related to the NPMs and related public health issues. ESMs will assist state efforts to more directly measure the impact of specific strategies on the NPMs.
- 1.19 <u>"Procurement Officer"</u> means the person duly authorized by the State to enter into, administer Contracts, and make written determinations with respect to the Contract.
- 1.20 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the MCH HAF IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.21 <u>"Purchase Order"</u> 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.
- 1.22 "SOW" means Scope of Work, which is the area in an agreement where

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the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party

- 1.23 <u>"Services"</u> means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.24 <u>"Site Visit"</u> means any visit to the Contractor's or Sub-contractor's business location by ADHS MCH HAFIGA Program staff or a designee, once per year.
- 1.25 <u>"Subcontract"</u> 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.
- 1.26 <u>"State"</u> means the State of Arizona, or 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:

X COST REIMBURSEMENT

3. CONTRACT INTERPRETATION:

- 3.1. <u>Arizona Law</u>. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. <u>Implied Contract Terms</u>. 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. <u>Contract Order of Precedence</u>. 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; and
 - 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. <u>Severability</u>. 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. <u>No Parole Evidence</u>. 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. <u>No Waiver</u>. 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. <u>Headings</u>. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. CONTRACT ADMINISTRATION AND OPERATION:

- 4.1. <u>Term.</u> 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. <u>Contract Renewal</u>. 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

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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 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. <u>Non-Discrimination</u>. 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. <u>Financial Management</u>. 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. <u>Inspection and Testing</u>. 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. <u>Advertising and Promotion of Contract</u>. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

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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 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

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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. <u>E-Verify Requirements</u> In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. COSTS AND PAYMENTS:

- 5.1. <u>Payments</u>. 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-

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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. <u>Unit Costs/Rates or Fees</u>. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

- 5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5. <u>Availability of Funds for the Next Fiscal Year</u>. 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

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by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

- 5.6. <u>Availability of Funds for the Current Contract Term.</u> 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. <u>Subcontracts</u>. 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. <u>Assignments and Delegation</u>. 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. <u>Risk of Loss</u>. 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. <u>Mutual Indemnification</u>. 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.

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7.3. Force Majeure.

- 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. Exclusions. Force Majeure shall not include the following occurrences:
 - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. Default. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.
- **8. DESCRIPTION OF MATERIALS:** The following provisions shall apply to Materials only:
 - 8.1. <u>Liens</u>. 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.

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- 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. <u>Inspection/Testing</u>. 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. <u>Compliance With Applicable Laws</u>. 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. <u>Survival of Rights and Obligations After Contract Expiration and Termination.</u>
 - 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. <u>Right to Assurance</u>. 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

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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. <u>Non-exclusive Remedies</u>. 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. <u>Gratuities</u>. 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. <u>Suspension or Debarment.</u> 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

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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 Contact 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. <u>Mutual Termination.</u> 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. <u>Disposition of Property</u>. 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. <u>Program Report</u>. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

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12.2. <u>Information and Coordination</u>. 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.

15. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:

- 15.1. <u>Paid and Unpaid Personnel</u>. 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. <u>Costs</u>. 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

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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.

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 ADOA-ASET Arizona State Chief Information Security 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, 150 North 18th Avenue, Suite 260, Phoenix, Arizona 85007.

20. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

21. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT HTTPS://WWW.FSRS.GOV/:

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2020-040	TERMS AND CONDITIONS

22. TECHNOLOGY REPLACEMENT:

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms.

23. AUTHORIZATION FOR PROVISION OF SERVICES:

Authorization for purchase of services under this agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the agreement 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 changed or modified with an official ADHS Procurement Change Order, and/or b) An additional Purchase Order is issued for purchase of services under this agreement.

24. PUBLIC HEALTH EMERGENCIES:

- 24.1. In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:
 - 24.1.1. Approval from ADHS shall be requested prior to reassignment of staff.
 - 24.1.2. Reassignment must be voluntary;
 - 24.1.3. Locations for reassignment must be covered under the public health emergency; and
 - 24.1.4. Any reassignment of staff shall be considered approved until further notice from the ADHS or until the Governor declares an end to the public health emergency.
- 24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	SCOPE OF WORK

1. BACKGROUND:

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." The ADHS conducts a five (5) year statewide needs assessment to examine key health indicators and provide a comprehensive overview of the health of Arizonans. ADHS published the 2019 Arizona State Health Assessment which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. This assessment informs other federally funded programs within ADHS that also require statewide needs assessments. One (1) of those programs is the Title V Maternal and Child Health (MCH) Block Grant located within the Bureau of Women's and Children's Health (BWCH);
- 1.2. The mission of the BWCH is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." The BWCH administers the federal Title V MCH Block Grant, other federally funded programs, as well as private, and state supported programs;
- 1.3. BWCH is responsible for the implementation of the Health Resources and Services Administration (HRSA) funded Title V MCH Block Grant. Established in 1935, in Title V of the Social Security Act, the goal of the Title V MCH Block grant is to improve the health and well-being of America's mothers, children and families including children with special health care needs by supporting and promoting the development and coordination of systems of care for the MCH population, which are family-centered, community based and culturally appropriate. The Title V MCH Block Grant has five (5) population domains which include: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children with Special Health Care Needs, Adolescent Health. The sixth (6th) domain addresses Cross-Cutting and Systems Building;
- 1.4. The Title V MCH Block Grant also requires that a five (5) year statewide needs assessment be conducted and submitted as one (1) of the grant deliverables. The purpose of the Title V MCH statewide needs assessment is to identify the priority health needs and issues of Arizona's maternal and child health populations through a collaborative and systematic data collection and analytic process with stakeholder input. This needs assessment process is guided by eight (8) overarching principles and values that include:
 - 1.4.1. Listen to those who are not traditionally involved,
 - 1.4.2. **Learn** from community members as well as the MCH Community,
 - 1.4.3. **Honor** and **respect** the work that others in the community and state have completed to assess the well-being of Arizona residents,
 - 1.4.4. Assess health disparities across communities including racial, socioeconomic and access,
 - 1.4.5. Use a **life course development approach and address social determinants of health** as a framework for planning,
 - 1.4.6. **Recognize** that social, political and economic policies and conditions impact health outcomes,
 - 1.4.7. **Value the community** as a core partner in public health and work to assure the equity in health, and
 - 1.4.8. Plan, develop and **evaluate programs and systems of care** which are comprehensive, community-based, culturally competent, coordinated and effective.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	Scope of Work

1.5. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment (Attachment B).

2. PURPOSE:

The purpose of this IGA is to leverage partnerships between ADHS and Local County Health Departments by providing Title V MCH Block Grant funding to support the implementation of health priorities identified through the Arizona Statewide Needs Assessment and MCH statewide needs assessment. This IGA is intended to provide flexibility to the Local County Health Department to meet the needs of local communities through high impact strategies that align with the 2020-2025 MCH health priorities, the identified national performance measures and administrative functions.

3. OBJECTIVES:

- 3.1. Counties will implement evidence-based/evidence-informed strategies at the local community level that:
 - 3.1.1. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for pregnant women, mothers and infants up to age one (1) for the Women/Maternal and Perinatal Infant population domains,
 - 3.1.2. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for the Child Health, Adolescent Health and Children with Special Health Care Needs population domains,
 - 3.1.3. Enhance family, youth, and community engagement for all five (5) population domains in the MCH Block Grant including children and families with special health care needs, and
 - 3.1.4. Promote and implement evidence-based or evidence-informed strategies that enhance cross-cutting and system building infrastructure.

4. SCOPE OF WORK:

- 4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.
 - 4.1.1. Population domains include:
 - 4.1.1.1. Women/Maternal Health women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;
 - 4.1.1.2. Perinatal/Infant Health infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after;
 - 4.1.1.3. Child Health children one (1) to ten (10) years of age;
 - 4.1.1.4. Adolescent Health young people ages ten (10) to nineteen (19) years of age;
 - 4.1.1.5. Children/Youth with Special Health Care Needs children/youth with a diverse range of needs ranging from behavioral and emotional conditions to chronic conditions, to more medically complex health issues;

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- 4.1.1.6. Cross-cutting and Systems Building priority need such as oral health, access to care, injury prevention, etc. that is related to program capacity and/or systems-building as it applies to all/any of the MCH population domains; or
- 4.1.1.7. Emerging Issues projects and/or strategies that become prominent and are unique to a particular County, for example, reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.
- 4.1.2. NPMs selected by the State and identified through the findings of a five (5) year needs assessment include:
 - 4.1.2.1. NPM #1 Well-woman visits Percent of women, ages eighteen (18) through forty-four (44), with a preventive medical visit in the past year, and family planning services;
 - 4.1.2.2. NPM #4 Breastfeeding A) Percent of infants who are ever breastfed and B) Percent of infants breastfed exclusively through six (6) months of age;
 - 4.1.2.3. NPM #6 Developmental Screening Percent of children, ages nine (9) through thirty-five (35) months, who received a developmental screening using a parent-completed screening tool in the past year;
 - 4.1.2.4. NPM #9 Bullying Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others;
 - 4.1.2.5. NPM #10 Adolescent well visits Percent of adolescents, ages twelve (12) through seventeen (17), with a preventive medical visit in the past year;
 - 4.1.2.6. NPM #12 Transition Percent of adolescents with and without special health care needs, ages twelve (12) through seventeen (17), who received services necessary to make transitions to adult health care; and
 - 4.1.2.7. NPM #13 Preventive dental visits for pregnant women, children and adolescents A) Percent of women who had a dental visit during pregnancy; and B) Percent of children, ages one (1) through seventeen (17), who had a preventive dental visit in the past year.
- 4.1.3. If strategies selected by the Counties do not align with the State selected NPMs listed above, BWCH in partnership with Counties will develop State Performance Measures (SPMs) as needed to measure priority needs that have not been addressed through the selected NPMs, and
- 4.1.4. Counties may elect to provide Family Planning Services which would qualify under NPM #1 and the Women/Maternal Health population domain:
 - 4.1.4.1. Implement a clinic based reproductive health program which enhances maternal and child health;
 - 4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age; and
 - 4.1.4.3. Adhere to the ADHS Family Planning Policy and Procedure Manual (Attachment H).
- 4.2. This IGA offers a variety of evidence-based and evidence-based informed strategies designed to

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promote and positively impact the health status and outcomes of the MCH population in Arizona. Contingent upon available funding, Local County Health Departments are expected to implement at multiple levels, in accordance with local community needs infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based/evidence-informed strategies (Attachment B) or to propose their own evidence-based/evidence informed strategies that are identified as a need in their communities;

- 4.3. MCH has created Skill Sets in each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities (Attachment B); and
- 4.4. Where applicable, strategies shall be inclusive of children with special health care needs. Though counties are not required to implement strategies to specifically target this population, strategies designed for children, adolescents, and families assume an integrated approach that includes this population.

5. EVALUATION:

- 5.1. Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan; and
- 5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the new Title V MCH Priorities and Performance Metrics.

6. APPROVALS:

- 6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;
- 6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;
- 6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;
- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation;

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- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and
- 6.8. Request approval in writing to the MCH HAF IGA Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
 - 6.8.1. Requests can be made via email and shall include the following information:
 - 6.8.2. Type of equipment requesting to be purchased,
 - 6.8.3. Cost of equipment, and
 - 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan.

7. TASKS:

- 7.1. The Local County Health Department Contractor shall for the overall IGA:
 - 7.1.1. Develop and submit an Annual Budget Workbook due January 15th of each year for the following year's budget period, including the federally approved indirect rate letter,
 - 7.1.2. Develop and implement an Annual Action Plan within the first forty-five (45) days of each budget period,
 - 7.1.3. Implement the selected approved evidence-based and/or evidence-informed strategies outlined in County Action Plans,
 - 7.1.4. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training, and
 - 7.1.5. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources.
- 7.2. Complete tagging and inventory of equipment in compliance with the policy in the State of Arizona Accounting Manual, https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf;
 - 7.2.1. Submit documents to the MCH HAF Program Manager pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and
 - 7.2.2. Documents shall include the make, model, serial number, and acquisition date of the asset.
- 7.3. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual;
 - 9.5.1 https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%20 200113.pdf, and
 - 9.5.2 https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102 %20a.pdf.

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- 7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do <u>not</u> require prior approval when spent within the State of Arizona Accounting Manual policies;
 - 7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,
 - 7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;
 - 7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and
 - 7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the MCH HAF Program Manager.
 - 7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual,

 https://goo.org/gov/sites/default/files/90400/20Facd9/20Pault

https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf, which includes but is not limited to:

- 7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.
- 7.4.3. Justification for providing food at events requires but is not limited to:
 - 7.4.3.1. how providing food serves a valid public purpose and does not violate the "gift clause",
 - 7.4.3.2. is an integral part of the function, and
 - 7.4.3.3. Benefits to the community.
- 7.4.4. A speaker/presentation during the time the meal is provided is required, and
- 7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf.
- 7.5. Comply with all federal reporting requirements;
- 7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;
- 7.7. Counties implementing Family Planning Programs with MCH HAF IGA funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual (Attachment H); and
- 7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.
- 7.9. ADHS will provide:

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- 7.9.1. Review, feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submitting,
- 7.9.2. Review, feedback, and approval of the annual Budgets Workbooks, CERs and Supporting Documentation within thirty (30) days of submission,
- 7.9.3. Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,
- 7.9.4. Samples of evidence-based and/or evidence-informed strategies and supporting resources,
- 7.9.5. A Quarterly Reporting template upon execution of the IGA,
- 7.9.6. The Annual Action Plan template upon execution of the IGA,
- 7.9.7. Annual Budget Workbook and CER templates upon execution of the IGA,
- 7.9.8. Outcome Measures and examples of process, or intermediate performance measures, as needed,
- 7.9.9. Access to virtual technical assistance and guidance from ADHS staff, Local County Health Department peers/mentors, and subject matter experts related to the strategies for which the County has received funding, and
- 7.9.10. Coordinate and conduct annual Contractor site visits.

8. STATE PROVIDED ITEMS:

- 8.1. Attachment A Maternal and Child Health National Performance Framework;
- 8.2. Attachment B Evidence-based/Evidence-informed Strategies for MCH populations;
- 8.3. Attachment C Contractor Expenditure Report (CER);
- 8.4. Attachment D Financial Supporting Documentation Requirements;
- 8.5. Attachment E Line Item Budget Move Tool;
- 8.6. Attachment F Request for Food Form;
- 8.7. Attachment G Emerging Issues Request Process and Form; and
- 8.8. Attachment H Family Planning Policies and Procedures Manual
- 8.9. Upon execution of IGA:
 - 8.9.1. Action Plan Template,
 - 8.9.2. Quarterly Report Template, and
 - 8.9.3. Budget Workbook Template.

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9. Restrictions:

- 9.1. Funds cannot be used for any of the following:
 - 9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - 9.1.2. Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnancy women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS),
 - 9.1.3. Cash payments to intended service recipients of health services,
 - 9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment unless the ADHS has obtained a waiver from the Secretary of DHHS,
 - 9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,
 - 9.1.6. Providing funds for research or training to any entity other than a public or non-profit private entity, and
 - 9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

10. Deliverables:

- 10.1. Annual Action Plan within the first forty-five (45) days of each budget period;
- 10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.
 - 10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and
 - 10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.
- 10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July September; Q2: October December; Q3: January March; and Q4: April June);
- 10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;
- 10.5. Annual Budget Workbook due by January 15th, for the next year's fiscal period;
- 10.6. Annual Report forty-five (45) days following the end of each Contract year; and
- 10.7. Family Planning Programs funded through this IGA will submit monthly data into the Family Planning Database as outlined in the policies and procedures manual.

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- 10.7.1. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),
 - 10.7.1.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and
 - 10.7.1.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.
- 10.8. Provide the MCH HAF Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:
 - 10.8.1. Name, title, email address and phone numbers,
 - 10.8.2. Staff Resumes, and
 - 10.8.3. Program area assigned.
- 10.9. Submit the MCH HAF Program Manager of all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;
- 10.10. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the MCH HAF Program Manager and a IGA amendment issued by ADHS Procurement; and
- 10.11. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

11.1. Notices, correspondence, reports, supporting documentation, and CERs from the County contractors to ADHS shall be sent to:

MCH HAF Program Manager Arizona Department of Health Services 150 N. 18th Avenue Phoenix. AZ 85007-3242

Email: TBD

- 11.2. Invoices shall be emailed to: invoices@azdhs.gov
- 11.3. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Contractor	
Attention	
Address	
City, State, ZIP	
Phone	

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Email					

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INTERGOVERNMENTAL AGREEMENT (IGA) PRICE SHEET

Gila County Department of Public Health MCH Healthy Arizona Families IGA Cost-Reimbursement Price Sheet FY21

ACCOUNT CLASSIFICATION	LINE ITEM TOTALS
PERSONNEL EXPENSES	\$38,501.00
EMPLOYEE RELATED EXPENSES	\$17,903.00
PROFESSIONAL & OUTSIDE SERVICES EXPENSES	\$13,800.00
TRAVEL EXPENSES	\$5,851.00
OCCUPANCY EXPENSES	\$0.00
OTHER OPERATING EXPENSES	\$17,284.00
CAPITAL OUTLAY EXPENSES	\$.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$9,334.00

TOTAL \$102,673.00

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items.

Transfers <u>exceeding</u> twenty-five percent (25%) <u>or to a non-funded line item</u> shall require an amendment.

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10/12020 040	National Performance Measures Framework

The MCH Block Grant utilizes a three-tiered national performance measurement framework, which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or -informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment.

A state tracks the NOMs to monitor the impact of the NPMs.

The NPMs are a set of short-term and medium-term performance measures that utilize population-based, state-level data derived from national data sources and for which a state Title V program tracks prevalence rates and works towards demonstrated impact. They are intended to drive improved outcomes relative to one or more medium and long-term indicators of health status or access to quality health care (i.e., NOMs) for the MCH population.

ESMs are the final tier of the national performance measurement framework, and they are the structural or process measures through which a state can achieve intended impact on the NPMs. State-specific and actionable, the ESMs seek to track a state Title V program's strategies/activities and to measure evidence-based or –informed practices that will impact individual, population-based NPMs. The ESMs are developed by the state, and they provide accountability for improving quality and performance related to the NPMs and to the MCH public health issues that they are designed to address. While not part of the NPM framework, a state will also develop SPMs to address its identified priority needs to the extent that they have not been fully addressed through the selected NPMs and ESMs.



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	EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

This overview of the NPMs, by MCH population health domains chart identifies which population domains are targeted in each of the NPMs. For example, the Women/Maternal Health population can be reached implementing strategies in NPM #1 Well-woman visit and NPM #2 Low-risk cesarean delivery.

	NPM#	MCH Population Domains			Cross-cutting/Systems		
		Women/ Maternal Health	Perinatal/ Infant Health	Child Health	Adolescent Health	Children with Special Health Care Needs	Building Domain <i>Optional</i>
1	Well-woman visit	4					States have the option to
2	Low-risk cesarean delivery	*					develop a state performance measure (SPM) that is Cross-cutting/Systems
3	Risk-appropriate perinatal care		+				Building. Examples of measure topic areas include
4	Breastfeeding++		4				but are not limited to:
5	Safe sleep		4				Family partnership
6	Developmental screening			4			activities that cross all population health
7	Injury hospitalization*			4	4		domains; • Social determinantsot
8	Physical activity*			4	1		health; • Workforce
9	Bullying				1		e vvork force development; and Enhanced data infrastructure
10	Adolescent well- visit				4		
11	Medical home*			- /	1	4	
12	Transition*				4	4	
13	Preventive dental visit *++	4		4	4		
14	Smoking*++	1		-	4		
15	Adequate insurance*			4	4	4	

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	EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

Following are evidence-based and evidence-informed strategies that may be implemented in each selected population domain under each of the NPMs. Counties may elect to implement strategies other than these, as long as data supports that they are either evidence-based or evidence-informed. The NPM number identified in the strategy corresponds with the NPM number listed in the chart above.

Skill Sets have been identified in each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities. There are six (6) overarching skill set topics:

- 1. **Population Health** Enables Title V professionals to analyze how program interventions and their related health outcomes are distributed among a state's MCH population. Population health skills complement all of Title V's work, including program design and implementation, strategic partnerships and communication.
- 2. **Strategic Planning & Program Design** Effective strategic planning and program design requires the ability to base programs on defined goals and desired outcomes. Strategic planning should include a monitoring and evaluation system to track and monitor progress and inform program alterations as needed. Program design skills must ultimately be coupled with implementation, where program design is carried out.
- 3. **Strategic Alliance and Effective Partnership** The wide array of stakeholders and partners in the field of MCH, from providers and insurers to women and children, require a set of skills in strategically aligning Title V goals with those of their partners. In the Title V world, there is an increasing interest in engaging unlikely or nontraditional partners to achieve the NPMs. The skills in this category take that into account and include unique partner groups linked to this measure.
- 4. **Consumer Engagement/Cultural & Linguistic Brokering -** Consumers are arguably the most important stakeholders in MCH work, thus skills in consumer engagement and cultural and linguistic brokering are essential to moving the needle for each NPM. In some cases, consumer engagement includes negotiating with other stakeholders on behalf of MCH populations. Closely linked with this skills category are skills in communication and strategic alliances.
- 5. **Policy & Program Implementation -** These skills ensure that MCH priorities are integrated into all aspects of policy and program implementation, as well as ensuring that policies and programs selected are well-aligned with NPMs and other MCH program goals. Implementing policies and programs with fidelity also requires skills in the implementation science drivers: technical and adaptive leadership; selection; training; coaching; systems intervention; facilitative administration; and decision support data systems.
- 6. **Communication** Communication skills support the creation and delivery of effective messages between MCH professionals, professional and community partners, and populations served by Title V. Effective communication ensures the delivery of appropriate messages to audiences in the way that they were intended and is key to all aspects of MCH work. These skills are linked closely with skills in strategic partnerships and cultural and linguistic brokering.

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ATTACHMENT B

EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

		Women/Maternal
Evidence-based	Evidence-informed	Skill Sets
Strategies	Strategies	
		M #1 - Well Woman Visits
Community-Based Group Education: Utilize community-based education groups to promote annual preventative visits. Patient Reminders: Support providers in disseminating reminders (e.g., postcard, text, email, phone) to women about scheduling annual preventative visits. Designated Clinics/ Extended Hours: Increase access and visibility to clinics that offer extended hours of service within close proximity to MCH populations.	Nurse Family Partnership (National): Partnering nurses with low income mothers. Healthy Women, Health Futures (OK): Education, skills, and supports. Superior Babies Program (MN): Promotion of healthy prenatal & parenting behavior.	Population Health Ability to conduct surveillance of well-woman visit utilization that allows public health practitioners to understand and respond to disparities in utilization of visits Ability to use population health surveillance to inform proposed delivery system changes Skills to analyze how health care delivery systems identify and refer women for appropriate treatment following a well-woman visit Strategic Planning & Program Design Ability to employ qualitative methods in needs assessments with families, providers, and communities to identify attitudes about and root causes of low use in preventive services Skills in quality improvement to support providers and health systems in making data-informed decisions Strategic Alliance & Effective Partnership Skills to create and manage external alliances that engage public health, private health plans, federally qualified health centers, and Medicaid to increase awareness of well-woman visit coverage among providers and women Skills to manage public health and inter-governmental partnerships that work to advance the receipt of preventive services and the health of women Ability to foster collaboration between public and private health care providers to increase the utilization and quality of well-woman visits Consumer Engagement/Cultural & Linguistic Brokering Ability to effectively engage consumers in policy and program efforts that provide education about and increase utilization of preventive health care services for women Skills to educate and monitor providers about their responsibilities for accessible interactions with women related to translation services, linguistic access, and American Disability Act (ADA) compliance

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IGA2020-040	EVIDENCE-BASE	D AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS
-		
		 community settings Ability to analyze workforce shortage data that reflect the capacity of communities to provide well-woman visits Ability to determine legal authority behind existing memoranda of understanding with governmental agencies in regard to well-woman care Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that ensure effective services and reimbursement for well-woman care Communication Skills to effectively communicate the importance of preventive services with selected audiences of women Ability to effectively market well-woman services offered by public health departments in states/territories where Title V provides or supports clinical services for women Ability to communicate with consumers about their legal rights related to access an quality of preventive care Skills to effectively integrate preventive service visit initiatives into existing health promotion campaigns for women, including preconception campaigns and healthy heart campaigns
Evidence-based	Evidence-informed	heart campaigns Skill Sets
Strategies	Strategies	
		2 - Low-risk Cesarean Delivery
Childbirth Education Classes: Support the development of a community-based childbirth education class series.	Healthy Babies are Worth the Wait (KY): Prevention of preterm births. Women's Health Education	Population Health Ability to conduct surveillance of low-risk cesarean delivery first births that allows public health practitioners to understand and respond to disparities in trends regarding cesarean deliveries among low-risk first births.
Supportive Care from Lay Doulas: Implement a statewide community-based doula program which contracts to local hospitals.	Navigation (WHEN) Program for justice-involved families (NY): Improvement of access to services through a strong referral network.	 Strategic Planning & Program Design Skills to implement evidence-based "train the trainer" models that use clinician champions to train other providers Skills in quality improvement to support providers and health systems to make data informed decisions Skills to effectively align Title V initiatives related to low-risk cesarean deliveries and perinatal regionalization activities
		 Strategic Alliances & Effective Partnerships Ability to effectively collaborate with March of Dimes and state/territory perinatal quality collaboratives to decrease rates of low-risk cesarean deliveries Page 33 of 119

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10 4 2020 040	ATTACHMENT B	
IGA2020-040 EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS		
		 Ability to provide public health support for health systems to conduct quality improvement initiatives designed to decrease low-risk cesarean deliveries Ability to align low-risk cesarean delivery activities with perinatal regionalization initiatives Ability to foster collaboration between public and private health care providers in low-risk cesarean delivery Consumer Engagement/Cultural & Linguistic Brokering Skills to identify and involve women of childbearing age in development of program and policy efforts Ability to engage women and their families as advocates for policy change Skills to empower women and those that influence them to make decisions about their deliveries Policy & Program Implementation Skills to set up new agreements that include the minimum of what each agreement should include from a Title V perspective Ability to determine legal authority behind existing memoranda of understanding with governmental agencies Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that address use of cesarean deliveries in low-risk first deliveries Ability to understand options available to draw down Medicaid administrative match for Title V programs Skills to negotiate health system and payer incentives to align with cesarean delivery goals Skills to develop or edit delivery protocols for medical indications for hospital systems Skills to ensure evidence-based regulations and guidelines are disseminated to health systems and physician practices
		 Communication Ability to effectively communicate the risks of cesarean delivery to pregnant women so they can make fully informed delivery decisions Ability to communicate with professional associations to ensure best practices are communicated to physician groups
NPM :	Also see: # 13 – Preventive Dental Visits NPM #14 - Smoking	

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EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

	Pe	erinatal/Infant Health
Evidence-based Strategies	Evidence-informed Strategies	Skill Sets
	NPM #3 – F	Risk-appropriate Perinatal Health
Multicomponent: Continuing Education of Hospital Providers + State Policies/Guidelines: Support establishment of intra-hospital transportation system and develop educational CME module. Multicomponent: Access to Providers through Hotline + Continuing Education of Hospital Providers + State Policies/Guidelines: Support a 3-pronged approach.	Prenatal Plus Program (CO): Care coordination, nutrition, & mental health counseling. The JJ Way Model of Maternity Care (FL): Improve birth outcomes.	Population Health Ability to calculate quality-adjusted life years (QUALYs) to quantify: Impact of appropriate level of care for very low birth weight infants Rates of morbidity/mortality by social, demographic and economic indicators Ability to develop estimates of death rates and implications based on percent of very low birth weight infants born in a hospital with a Level III+ neonatal intensive care units (NICU) Ability to conduct economic analyses for babies born in appropriate (or inappropriate) facilities, including transport costs and potential morbidities associated with inappropriate levels of care Ability to collect and review perinatal regionalization policies from all hospitals in state/territory Skills to obtain and establish coordinated data reports for key stakeholders Strategic Planning & Program Design Skills to develop evaluation measures for targeted outreach and progress for the care of very low birth weight infants Skills in quality improvement to provide public health support of providers and health systems to make data-informed decisions Strategic Alliances & Effective Partnerships Ability to foster collaboration between public and private health care providers in perinatal regionalization efforts Skills to engage with Level I and Level II hospitals to review very low birth weight data Ability to align perinatal regionalization activities with low-risk cesarean delivery initiatives Ability to convene a multi-stakeholder group to assess effectiveness of current perinatal regionalization plans with partners from: Public Health State legislature Family advocacy groups Medicaid and other payers Hospital associations

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IGA2020-040	EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS
	Managed care groups
	State/territory hospital regulators
	Health professional organizations
	Health plans
	Consumer Engagement/Cultural & Linguistic Brokering
	Ability to engage women at risk and mothers of very low birth weight infants as peer educators
	Ability to navigate sensitivities around very low birth weight outcomes with women
	Policy & Program Implementation
	Skills to analyze and align NICU levels of care and maternal levels of care
	Skills to create or enhance voluntary reporting systems among Levels II and III care facilities
	Ability to support implementation of CDC/CoIIN Level of Care Assessment Tool (LOCATe)
	Ability to advocate for increasing numbers of Level III+ hospitals in rural areas to address disparities
	Ability to support hospitals or hospital associations with implementation science tools to ensure effective level adjustment when necessary
	Skills to analyze authorizing contexts related to levels of care in individual hospitals and determine with policy makers if there are opportunities for improvement
	Ability to determine legal authority behind existing memoranda of understanding regarding NICU levels of care regarding relevant agencies
	Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that address appropriate Level III+ NICU care for very low birth weight infants
	Ability to analyze transport policies and procedures of Level II care facilities to appropriate Level III care facilities
	Ability to define policies, procedures, and incentives to women who deliver high-risk newborns in appropriate facilities (beyond transport of infants)
	Communication
	Ability to effectively reach women of childbearing age with culturally appropriate and compelling level of care messages
	Ability to create unified messages for parents and clinicians about delivery of risk- appropriate hospital levels and their impact on morbidity/mortality outcomes of very low birth weight infants

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EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

Home Visits: Provide training and coaching to MIECHV home visiting staff to promote breastfeeding best practices.

Lactation Consultants: Maintain a 24-hour breastfeeding hotline staffed by a bilingual certified lactation consultant.

<u>Peer Counselors</u>: Utilize breastfeeding peer counselors through WIC programs.

Every Child Succeeds (OH): Building trusting relationships for those with children 0-3.

<u>Parents (CA):</u> Parenting and community resources.

NPM #4 - Breastfeeding

Population Health

- Ability to conduct surveillance of breastfeeding rates that allows public health practitioners to understand and respond to disparities in breastfeeding rates
- Ability to develop estimates of death rates and implications based on breastfeeding rates
- Ability to calculate quality-adjusted life years (QUALYs) to quantify impact of breastfeeding in local communities

Strategic Planning & Program Design

Ability to apply the socio-ecological framework to breastfeeding

Strategic Alliances & Effective Partnerships

- Ability to convene public health and primary care professionals to align their breastfeeding efforts
- Ability to identify and collaborate with hospital and child care center partners, especially those that serve women least likely to initiate and continue breastfeeding
- Ability to provide public health support for implementation of breastfeeding-friendly hospitals
- Skills to collaborate with private sector partners to increase knowledge of benefits of workplace accommodations
- Skills to encourage Medicaid and managed care organizations (MCOs) to:
 - Collect data on breastfeeding
 - Initiate a performance improvement project that seeks to increase breastfeeding rates among employees
 - Reimburse for the provision of Medical Lactation Therapy services
- · Ability to align breastfeeding efforts with safe sleep initiatives

Consumer Engagement/Cultural & Linguistic Brokering

- Skills to promote meaningful participatory practice with families in the development and support of breastfeeding practices
- Ability to effectively engage breastfeeding mothers as peer educators
- Ability to leverage knowledge about cultural, racial, and socioeconomic differences regarding initiation and duration of breastfeeding
- Ability to help consumers understand the rights they have under the Affordable Care Act (ACA) regarding breastfeeding

Policy & Program Implementation

• Ability to leverage opportunities through the ACA and other federal and state policies

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IGA2020-040	EVIDENCE-BASE	D AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS	
	EVIDENCE-BASE	to support breastfeeding initiatives, particularly: Reimbursement for International Board Certified Lactation Consultants Greater access to pumps, Leave time for pumping at work, Ability to provide state public health recognition (e.g. certificates, awards, news releases) for employers, primary care clinics and birth facilities that promote breastfeeding according to the law and national recommendations Ability to ensure that health care providers have access to tools and best practices regarding breastfeeding and are trained to use the tools in an evidence-based manner Skills to ensure high-quality breastfeeding support is embedded in programs for which Title V has authority Ability to support or provide incentives for hospitals to become Baby Friendly or take first steps in becoming Baby Friendly through a state recognition program. Skills to partner with employers to implement workplace accommodations that they are required to provide by law Skills to educate policymakers on the value of legislation that: Gives women the right to breastfeed in any public or private place Prohibits restricting or limiting the right of a mother to breastfeed Ability to establish memoranda of understanding with Medicaid and other payers to promote coverage of breastfeeding services as separately reimbursable pregnancy-related services in hospitals, clinics, and other health care settings Ability to determine legal authority behind existing memoranda of understanding with partners Communication Ability to use traditional and social media to effectively reach women of childbearing age with culturally appropriate and compelling breastfeeding messages Skills to train hospital staff as necessary to effectively support breastfeeding Skills to effectively navigate around conflicting messages between safe sleep and breastfeeding	
Multicomponent: Caregiver	Nurse Family Partnership	NPM #5 – Safe Sleep Population Health	
Education + Health Care	(National): Partnering nurses	Ability to conduct surveillance of safe sleep that allows public health practitioners to	
Provider Education + Hospital	with low income mothers.	understand and respond to disparities in safe sleep practices	

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EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

Safe Sleep Policy: Implement a multicomponent strategy that targets caregivers, child care providers, health care providers, and hospital systems (not including quality improvement components).

Mass Media: National
Campaign: Promote the
national Safe to Sleep
Campaign locally
by providing professionals (e.g.,
first responders) with safe sleep
kits.

Caregiver/Parent Education
(e.g., mothers, family
members): Partner with WIC,
home
visiting, and other programs to
provide safe sleep education
and counseling to new
caregivers.

Welcome Family (MA): Nurse home visit and follow-up phone call to all mothers.

Strategic Planning & Program Design

- Ability to apply the socio-ecological framework to safe sleep
- Ability to ensure that evidence-based safe sleep promotion messages are included in home visiting and care coordination programs for which Title V provides oversight

Strategic Alliances & Effective Partnerships

- Ability to collaborate with federally qualified health centers and school-based health centers to promote policy solutions to unsafe sleep practices
- Ability to partner with Medicaid and managed care organizations (MCOs) to collect and analyze data on sudden infant death syndrome/sudden unexplained infant death (SID/SUID)
- Ability to align safe sleep efforts with breastfeeding initiatives

Consumer Engagement/Cultural & Linguistic Brokering

- Skills to effectively engage expectant families, new parents and intergenerational families in designing safe sleep interventions
- Skills to engage families in needs assessment for safe sleep programs and policies
- Ability to effectively engage new parents as peer educators for safe sleep initiatives
- Skills to respectfully build relationships with families and communicate the importance of safe sleep practices using cultural understanding and humility
- Ability to be sensitive to the cultural norms that impact newborn sleep practices

Policy & Program Implementation

- Skills to ensure high quality safe sleep counseling is embedded in programs for which Title V has authority
- Ability to provide state public health recognition (e.g., certificates, awards, news releases) to health providers, birth facilities, and others who work to reduce SIDS/SUID or lessen its impact on families
- Ability to leverage national safe sleep resources for a public education campaign, including distribution of materials to health providers, health department clinics, childcare centers and homes, and families in birth facilities
- Ability to conduct a performance improvement project that attempts to increase rates of safe sleep among enrollees in partnership with Medicaid and/or MCOs
- Ability to effectively communicate with policymakers about the value of laws requiring emergency medical technicians, firefighters, child care providers, and law enforcement officers to receive training on how to handle SID/SUID deaths
- Ability to advocate for adoption of a law that requires post-mortem examinations or autopsies when SID/SUID death is suspected

IGA2020-040 ATTACHMENT B EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS	

Ability to create/maintain a child death/fatality review process that includes SID/SUID-specific protocols and SID/SUID experts
 Communication Ability to effectively reach women of childbearing age with culturally appropriate and compelling safe sleep messages Skills to train hospital staff as necessary to effectively support safe sleep practices Skills to effectively navigate around potentially conflicting messages between safe sleep and breastfeeding

Child Health and Adolescent Health			
Evidence-based Strategies	Evidence-informed Strategies	Skill Sets	
	NPM #6 – Developmental Screening (does NOT include Adolescent Health)		
Home Visiting Programs: Utilize Home Visiting/MIECHV programs to provide the Ages and Stages Developmental Screening tool to clients. Implementation of Quality Standards: Support statewide learning collaborative for primary care practices + enhanced reimbursement + collaboration with local agencies. Provider Training: Train medical and childcare providers on developmental screening.	Every Child Succeeds (OH): Building trusting relationships for those with children 0-3. Nurse Family Partnership (National): Partnering nurses with low income mothers.	Population Health Ability to conduct surveillance of developmental screening that allows public health practitioners to understand and respond to disparities in screening rates Strategic Planning & Program Design Skills to identify whether programs for which Title V provides oversight, such as home visiting and care coordination, are including evidence-based developmental screening tools Ability to establish mechanisms that ensure that children with identified developmental risks and conditions are linked to a family-centered, community-based, and coordinated system of care Strategic Alliances & Effective Partnerships Ability to convene multiple disciplines and systems (e.g., education, early childhood education, health, housing,) to assess, coordinate and increase rates of screening Ability to build and/or sustain effective partnerships with primary care providers and early childhood systems, including: Partnership with clinicians and child care health consultants Training for clinicians and child care health consultants Training for clinicians and child care health consultants Ability to build alliances with local chapters of the American Academy of Pediatrics (AAP), other child-serving organizations, and clinical provider organizations to:	

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	EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MOTI DOMAINS
	Support developmental screening
	Implement quality improvement projects
	Establish learning collaboratives
	Consumer Engagement/Cultural & Linguistic Brokering
	Ability to partner with parent support groups to promote developmental screening
	Ability to assess cultural practices around developmental screening in partnership with parent groups
	Ability to partner with consumers to test screening tools for cultural appropriateness
	Ability to engage and empower families to be able to seek care and discuss their child's health and health care needs
	Ability to ensure that evidence-based screening tool options are available in the most prevalent local languages
	Policy & Program Implementation
	Skills to ensure high quality screening tools are embedded in programs for which Title V has authority
	Ability to ensure that screening providers have access to tools and best practices and are trained to use the tools in an evidence-based manner
	Ability to refer/connect (or support local public health to refer/connect) children identified through positive screenings to existing services in public health and health care systems
	Ability to determine legal authority behind existing memoranda of understanding with governmental agencies
	Ability to develop memoranda of understanding with Medicaid and other payers to develop policies that address use of developmental screenings, particularly coverage of standardized developmental screening tools for children at their 9-, 18-, and 30-month visits
	Ability to effectively use electronic medical records to support screening as appropriate
	Ability to support public and private practitioners in efforts to make accommodations for assessing children with special health care needs
	Communication
	Ability to effectively communicate with families about the importance of
	developmental screening • Ability to effectively advocate and communicate with legislators and other policy makers about the importance of developmental screening

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EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

NPM #7 - Injury Hospitalization

Education During Home Visiting Programs: Provide injury prevention education for families participating in home visiting programs.

Oversight and Regulation of Innovative Programs: Provide oversight and regulation of innovative programs such as comprehensive home safety assessments.

<u>Person-to-Person Interventions</u> Outside the Clinical Setting:

Adopt person-to-person interventions such as the drug disposal program, Count it! Drop it! Lock it!

School-Based Interventions:

Conduct outreach, education campaigns, and trainings in school-based settings.

Every Child Succeeds (OH): Building trusting relationships for those with children 0-3.

Boys' Health Advocacy
Program (SD): Increase
access to health care services
for boys.

Teen Driving Safety Task
Force (UT): Safe driving
education campaign for teens.

Population Health

- Ability to conduct surveillance of child injury that allows public health practitioners to understand and respond to disparities in injury rates
- Skills to model drug epidemics, motor vehicle accident patterns, mental health issues, homicides, and other systems-level patterns that influence injury and death rates
- Ability to calculate quality-adjusted life years (QUALYs) to quantify impact of child injury in local communities

Strategic Planning & Program Design

- Skills to conduct needs assessment using consumer input, especially regarding effective messages about injury prevention
- Ability to appreciate how child injury prevention efforts fit into the larger framework of youth development

Strategic Alliances & Effective Partnerships

- Ability to create injury topic-specific task forces that align multiple sectors in injury prevention efforts, including in the task force:
 - Law enforcement
 - Departments of Education and Transportation
 - Child Protective Services
 - Hospitals and community health centers
 - Universities
 - Community coalitions
 - · Organizations that serve families and youth
 - Private sector partners

Consumer Engagement/Cultural & Linguistic Brokering

- Ability to understand and leverage cultural context when considering programmatic and policy changes related to childhood injury prevention
- Ability to effectively engage youth as peer educators
- Ability to develop and promote positive social norms for child safety that are culturally relevant

Policy & Program Implementation

• Ability to ensure health care providers have access to tools and best practices

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			regarding injury prevention and are trained to use the tools in an evidence-based manner Skills to ensure high quality injury prevention counseling is embedded in programs for which Title V has authority Ability to support regulations that require: Smoke detectors, hot water heater temperature controls, and stair safety gates in all homes Protective restraints in cars Pool fencing, self-closing gates, and pool alarms Graduated driver licensing for teens Toy manufacturer safety standards Use of serialized, tamper-proof prescription forms by prescribing physicians Development and use of a prescription drug monitoring program for hospitals Prohibitions on cellphone use (including hands-free) by youth while driving Communication Skills to effectively reach young adults, parents, and caretakers with injury prevention messages Ability to work with media as part of injury prevention campaigns Ability to describe violence and injury as a health problem Ability to communicate with policymakers and other opinion leaders about the health and financial impacts of injuries and proposed policies	
NPM #8 – Physical Activity				
Individual Counseling Professionals: Pror activity counseling child visits. Infrastructure and Environmental Sup Physical Activity: P development and u infrastructure that f physical activity (e. trails, sidewalks, pl parks).	ports for romote the use of acilitates g., walking	Empower Program (AZ): Promotion of physical activity standards in child care. La Vida Sana, La Vida Feliz (IL): Health, nutrition, and fitness promotion program. Trauma-Informed Yoga (NV): Specialized yoga for high-risk youth.	Population Health Ability to conduct surveillance of physical activity during childhood and adolescence that allows public health practitioners to understand and respond to disparities in physical activity rates Ability to analyze obesity trends and select leverage points for physical activity interventions Ability to develop estimates of death rates related to physical activity rates Ability to calculate quality-adjusted life years (QUALYs) to quantify impact of physical activity in local communities Strategic Planning & Program Design Ability to apply the socio-ecological framework to physical activity interventions	

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EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

Policies Regarding the Use and Promotion of Local Locations and Resources: Develop policies for the use of local locations and resources (e.g., sporting clubs, community centers, shopping malls, schools) and promote physical activity events at these locations.

Extracurricular Activities for Physical Activity: Provide chances for children and adolescents to be active via before- and after-school activities.

Strategic Alliances & Effective Partnerships

Ability to collaborate effectively with broad public health campaigns and the private sector in efforts to increase physical activity

Consumer Engagement/Cultural & Linguistic Brokering

- Skills to include children, adolescents, and parents in physical activity intervention planning efforts
- Ability to effectively engage youth as peer educators

Policy & Program Implementation

- Ability to ensure health care providers have access to tools and best practices regarding physical activity counseling and are trained to use the tools in an evidence-based manner
- Skills to advocate for mandatory evidence-based physical activity interventions during school
- Ability to effectively engage in park/land/school joint-use agreements in support of activities that promote physical activity for children and adolescents

Communication

- Ability to effectively communicate with the public about the importance of physical activity
- Ability to navigate sensitivities about obesity and provide nuanced communication with children, adolescents and parents to ensure positive engagement
- Ability to effectively communicate with policy makers and community leaders about the importance of investing in physical activity policies

NPM #9 - Bullying Prevention

(does NOT include Child Health)

Adult-Led Counseling,
Mentoring, and Support:
Increase youth participation in
evidence-based mentoring,
counseling, or adult supervision

Suicide Prevention In-Class Training: Provide learning opportunities and support to youth in the classroom

programs.

Social Support System
(National): Intervention using a whole-school approach.

Take the Lead (National): Curriculum-based bullying prevention program.

Steps to Respect (National): Social-emotional learning resources.

Population Health

- Ability to conduct surveillance of bullying that allows public health practitioners to understand and repond to disparities in bulling rates
- Skills to effectively analyze all relevant data sources, including school- and county-level data, to identify:
 - Sub-groups of children affected by bullying
 - Geographic areas with high prevalence of bullying
- Ability to conduct community-wide bullying assessments where data are otherwise unavailable

Strategic Planning & Program Design

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regarding bullying and suicide prevention.

Strengths-Based Classroom
Training: Provide classroom
training for students on
positive youth development and
non-violence intervention skills.

<u>Trauma Training</u>: Provide education for school professionals and the community.

- Ability to apply the socio-ecological framework to bullying
- Ability to appreciate how bullying prevention efforts fit into the larger framework of youth development

Strategic Alliances & Effective Partnerships

- Ability to identify and capitalize on mutually reinforcing anti-bullying activities with youth development organizations, safety committees, Girls on the Run and similar programs
- Ability to partner with schools and afterschool programs to support evidencebased anti-bullying programs
- Ability to partner with health care providers and provider organizations to ensure that health care providers screen for emotional distress in youth

Consumer Engagement/Cultural & Linguistic Brokering

- Ability to effectively work with youth to integrate evidence-based anti-bullying interventions in their contexts
- Skills to engage youth to support anti-bullying efforts in younger children, including empowering youth to talk about bullying, aggregating stories, and communicating themes

Policy & Program Implementation

- Ability to support local health departments to participate in anti-bullying activities by sitting on local school and youth development committees to provide input on evidence-based interventions and public health resources
- Skills to support local school efforts to build evidence-based anti-bullying initiatives into school curricula
- Skills to support the development of early screening tools to detect bullying and follow-up tools to monitor youth who have bullied or been bullied to ensure they get to appropriate resources

Communication

- Ability to effectively communicate with youth about bullying-related concepts such as reading social cues, understanding differences, and reflecting on their actions
- Ability to promote community-wide anti-bullying public health campaigns for general public/consumers in youth-friendly places like movie theaters
- Ability to effectively work with media regarding bullying as a public health issue

NPM #10 - Adolescent Well-being

(does NOT include Child Health)

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Expanded Insurance Coverage: Ensure adolescents are enrolled in a health insurance program.

Patient Reminders/Navigator
Programs: Support a patient
reminder/navigator
program that includes telephone
and mailed reminders with
transportation services.

Improving Young Adult Health:
State and Local Strategies for
Success. This guide outlines
five real-life strategies that Title
V programs can adopt to
improve young adult (YA)
health.

Hospital Transition Planning Tool (TX): EMR-based tool to improve readiness.

Boys' Health Advocacy
Program (SD): Increase
access to health care services
for boys.

Youth Advisory Council (RI): Leadership development through council participation.

Population Health

- Ability to conduct surveillance of adolescent well-visit utilization that allows public health practitioners to understand and respond to disparities in utilization of visits
- Ability to use population health surveillance to inform proposed delivery system changes
- Skills in analyzing how health care delivery systems identify and refer adolescents for appropriate treatment following a well-visit

Strategic Planning & Program Design

- Ability to employ qualitative methods in needs assessments with families and communities to identify attitudes about root causes of low use of preventive services
- Skills in quality improvement to support providers and health systems in making data-informed decisions

Strategic Alliances & Effective Partnerships

- Skills to create and manage external alliances that engage public health, private health plans, federally qualified health centers, school-based health centers, and Medicaid/Children's Health Insurance (CHIP) to increase awareness of adolescent well visit coverage among providers and patients
- Skills to manage public health and inter-governmental partnerships that work to advance the health, safety, and well-being of adolescents and the receipt of preventive services
- Ability to foster collaboration between public and private health care providers to increase the utilization and quality of adolescent well-visits
- Skills in working with other state agencies and relevant organizations from the
 private sector to improve access to high quality clinical preventive services by
 vulnerable groups of adolescents, including youth in foster care, homeless youth,
 and immigrant youth

Consumer Engagement/Cultural & Linguistic Brokering

- Ability to effectively engage adolescents and young adults in policy and program efforts that attempt to increase utilization and quality of preventive health care services for adolescents
- Skills to educate and monitor providers about their responsibilities for accessible interactions with adolescents related to confidentiality of care, youth-centered care, translation services, linguistic access, and American Disabilities Act (ADA) compliance
- Ability to assist public health and clinical health programs to provide evidence-

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	EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS			
	based health education to youth and families on topics important to adolescent			
	health including, for example, reproductive and sexual health, navigating the health care system, and inter-generational communications, to adolescents and their families in a variety of settings, including schools, and youth organizations			
	Policy & Program Implementation			
	Ability to create evidence-based practices systems that support the planning and implementation of transition from adolescent to adult services by others e.g. providers, health care systems, local public health, schools			
	 Skills to support robust and effective referral systems to preventive services in community settings 			
	Skills to promote health care providers' effective use of youth-oriented community programs as resources to promote healthy development			
	Ability to include measurements of family perspectives in program evaluation plans			
	Ability to analyze workforce shortage data that impact capacity of communities to provide adolescent well visits			
	 Ability to analyze and make recommendations to strengthen "adolescent-friendly" payment systems that protect patient confidentiality 			
	Ability to determine legal authority behind existing memoranda of understanding with governmental agencies in regard to adolescent care			
	 Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that promote sharing of data and ensure effective services and reimbursement for adolescent care 			
	 Ability to analyze and refine state and health plan policies relevant to confidentiality, minor consent, and explanation of benefits statements 			
	<u>Communication</u>			
	 Skills to effectively communicate the importance of preventive services with selected adolescent and family audiences 			
	Skills to effectively communicate with health care providers regarding adolescent use of preventive service visits and enhancing the quality and			
	 comprehensiveness of the visit Ability to effectively market adolescent health services offered by public health departments in states/territories where Title V provides or supports clinical services for adolescents 			
	Ability to communicate with adolescents, families, and health care providers information about legal rights related to access and quality of preventive care, especially confidentiality issues related to adolescents			

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EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

 Ability to select and use traditional and/or social media to communicate the importance of adolescent visits and shift conversation to a culture of health

NPM #11 - Medical Home

(includes Children w/Special Health Care Needs)

Dedicated Care Coordinators:

Use dedicated care coordinators to develop relationships with families to increase timely attendance of well-child visits and respond to the needs of families.

Provider Alliance and Mid-Level Providers: Use a provider alliance and mid-level providers to create a "one-stop" medical home model to provide community outreach and coordination of services.

Shared Care Coordination with Home Visiting: Develop early connections to a medical home through care coordination and collaboration with home visiting.

Provider-School Partnerships:

Develop partnerships between primary care providers (PCPs) and school-based health centers (SBHC) to create an expanded medical home model based on care coordination. <u>Health-e-Access Telemedicine</u> Program (NY):

Diagnosis/treatment using technology.

Hospital Transition Planning Tool (TX): EMR-based tool to improve readiness.

Family Voices of California

Project Leadership (CA):

Advocacy training for families.

Oregon Care Coordination Program (OR): Support and resources for CYSHCN.

Population Health

- Skills to effectively use data systems for service delivery improvements and reporting
- Ability to assess and report the quality of medical homes within the state or territory

Strategic Planning & Program Design

- Ability to conduct strengths-opportunities-weaknesses-threat analyses to determine how best to support medical home efforts for children within the state or territory
- Ability to assess where practices currently fall on the medical home implementation continuum

Strategic Alliances & Effective Partnerships

- Ability to convene stakeholders to:
 - Ensure knowledge of, visualize and analyze current medical homes in local communities
 - Advance medical home service utilization
 - Identify, understand, and remove barriers to receiving care in medical homes
 - Support the establishment of new medical homes as appropriate
 - Build and Maintain a coordinated system from the state/territory level

Consumer Engagement/Cultural & Linguistic Brokering

- Skills to promote patient- and family-centered care that ensures shared decision making for families who use medical homes
- Ability to assess cultural competence of services received by families who use medical homes
- Skills to support an official role for underserved families in larger stakeholder medical home efforts

Policy & Program Implementation

- Skills in quality improvement to:
 - Help guide medical home practices on workflow, ensuring quality health care delivery

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IGA2020-040		ATTACHMENT B	
10/12020 040	EVIDENCE-BASED	AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS	
	Ţ		
		 Ensure high quality services in medical homes for which Title V has authority 	
		Ability to assist in the development of comprehensive care plans/care planning in medical homes that are driven by families and shared across systems Ability to adopt stondards for podictric practices, such as the National Committee.	
		 Ability to adapt standards for pediatric practices, such as the National Committee for Quality Assurance, in medical homes 	
		Ability to implement or support telemedicine clinics as part of medical home model	
		Ability to determine legal authority behind existing memoranda of understanding with governmental agencies about medical homes	
	 Skills to develop memoranda of understanding with Medicaid and other pay that includes language providing for payment reforms that support medical homes and care integration models 		
	Ability to ensure that Title V-sponsored care coordinators are trained to make and ensure completion of referrals to medical homes		
		Ability to include measurements of family perspectives in program evaluation plans	
		Ability to ensure that medical homes can meet the needs of both typically developing children and those with special health care needs	
		Communication	
		 Ability to communicate effectively with providers, families, and community stakeholders to align systems and ensure medical homes serve all children who need them 	
		 Ability to use traditional and/or social media marketing/outreach to communicate effectively with the public about the importance of medical homes for children and families 	
	NI	PM #12 – Transition	
		ren w/Special Health Care Needs)	
Six Core Elements Adapt with Quality Improvement	Grants for CYSHCN (NC):	Population Health Ability to conduct surveillance of adolescents who should be transitioning into	
Incorporate the Six Core	Capacity-building to launch	adult care each year using state-specific transition tables from the 2009-10	
Elements in a learning collaborative or medical	innovative strategies and county-level and service	National Survey of Children with Special Health Care Needs (NSCSHCN) or	
center/hospital system wi		other state-specific data sources that allows public health practitioners to understand and respond to disparities in transition rates	
built-in QI activities.		understand and respond to dispanties in transition rates	
Training/Education Varith	PATCH Program (WI):	Strategic Planning & Program Design	
Training/Educating Youth Provide training including		 Ability to employ qualitative methods in needs assessments with families, 	

CONTRACT	NUMBER

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INTERGOVERNMENTAL AGREEMENT (IGA)

ATTACHMENT B

EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

communication and social media for adolescents with and without special health care needs who are ready for transition to adult health care.

Peer Support and Mentorship:

Create a peer support and mentorship program or adolescent advisory council to discuss issues around health care transition.

Transition Care Coordination
Services: Use care coordinators
at clinics to help with
appointments, scheduling,
education, and other health care
transition services.

Care Connection for Children (VA): Care coordination for CYSHCN.

providers and communities to identify attitudes about and root causes of low use of transition services

- Ability to align health care transition efforts with other life skills initiatives for young adults
- Ability to perform a strengths-opportunities-weaknesses-threat analyses to consider ways to best support transition within the state/territory
- Skills in quality improvement to support providers and health systems in making data-informed decisions

Strategic Alliances & Effective Partnerships

- Ability to effectively convene diverse partners in establishing a common goal around coordination of transition, including:
 - Health care systems
 - Insurers
 - Health care providers
 - Education systems
 - Behavioral health
 - Disability support and advocacy organizations
- Organizations representing families, youth, and youth adults with special health care needs
- Ability to build capacity at local level to facilitate coalitions of partners to mobilize around transition planning
- Ability to work with state pediatric, family medicine, internal medicine, and nursing leadership to expand educational efforts about evidence-informed transition efforts

Consumer Engagement/Cultural & Linguistic Brokering

- Skills to effectively engage and partner with families/caregivers, youth and young adults in transition quality improvement efforts
- Ability to connect with existing patient navigators and care coordination systems to align transition efforts
- Skills to facilitate self-determination, leading to independence for youth, in systems where Title V programs are directly responsible for transition
- Utilize the Got Transition assessment tools to do an initial assessment and document improvement of involvement of youth and families in their transition approach

Policy & Program Implementation

• Ability to critically review transition strategies and measures suggested by MCHB

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)			
IGA2020-040		ATTACHMENT B		
10/12020 040	EVIDENCE-BASED	O AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS		
•				
		 and Got Transition Ability to analyze when efforts should move beyond programs and clinics toward supporting broader system changes that support funding of transition, especially for youth with special health care needs Ability to leverage the Affordable Care Act (ACA) provisions that allow children to stay on parent insurance through the age of 26 Ability to determine legal authority behind existing memoranda of understanding with governmental agencies in regard to transition services Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that ensure effective transition Ability to work with state pediatric, family medicine, internal medicine, and nursing leadership to expand educational efforts of evidence-based transition efforts Ability to include measurements of family perspectives in program evaluation 		
		 Communication Ability to effectively communicate with families, youth and adults about the importance of early and ongoing transition planning, especially for those with special health care needs Ability to use life course language to communicate importance of transition services 		
		 Ability to adapt transition language to make it understandable for individuals outside MCH programs Ability to effectively communicate positively with both pediatric and adult leaders, medical educators, and clinicians about evidence-based transition strategies 		
	NPM #13	B – Preventive Dental Visits		
Public Insurance Coverage (13.2): Collaborate with Medicaid to increase the number of children and youth who have had a preventive dental visit in the past year.	Virtual Dental Home (HI): Community-based dental services. Children's Dental Services (MN): Safety net services for underserved populations.	Population Health Ability to conduct surveillance of oral health services during pregnancy, early childhood and adolescence that allows public health practitioners to respond to disparities in utilization of oral health services Ability to identify workforce shortage areas related to: Dental provider adequacy Dental provider competencies		
School/Preschool Intervention (13.2): School-Based Dental Services/Head Start Participation: Increase oral	Home by One Program (CT): Trainings for parents, case managers, and providers.	Primary care provider competencies Excess utilization of emergency care for preventable dental problems Strategic Planning & Program Design		

CONTRACT	NUMBER

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INTERGOVERNMENTAL AGREEMENT (IGA)

ATTACHMENT B

EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

health referrals among children and youth through School Based Health Centers (SBHCs).

Provider Education (13.1):

Collaborate with Early Head
Start programs, home visiting
programs, and/or Special
Supplemental Nutrition Program
for Women, Infants, and
Children (WIC) clinics to train
staff to provide preventive oral
health care to pregnant
women and referrals to oral
health professionals for dental
visits.

Caregiver Education/Counseling (13.2): Increase preventive dental visits by sharing postcards with information on dental enrollment and appointments.

- Ability to support integration of medical and dental records for pregnant women, adolescents, and children
- Skills to support robust and effective oral health referral systems in community settings for oral health
- Ability to identify and implement evidence-based practices to address provider shortages and provider competencies

Strategic Alliances & Effective Partnerships

- Ability to convene and train medical and dental providers to:
 - Include oral health promotion in primary care settings
 - Include primary care health promotion in oral care settings
 - Establish/improve bi-directional referral and follow-up systems
- Ability to effectively partner with Medicaid, dental providers, and professional oral health organizations to assess and improve systems for pregnant women and youth, including those with special health care needs

Consumer Engagement/Cultural & Linguistic Brokering

Ability to consider local community culture to identify the most effective strategies and channels of communication for oral health messages

Policy & Program Implementation

- Skills to ensure that high quality oral health counseling is:
- Embedded in programs for which Title V has authority (including medical home initiatives and EPSDT)
- Offered by providers that serve pregnant women, adolescents, and children, including children and youth with special health care needs
- Skills to support robust and effective referral systems for oral health services within all programs Title V delivers
- Ability to determine legal authority behind existing memoranda of understanding with governmental agencies in regard to dental services
- Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that ensure effective services and reimbursement for oral health services

Communication

- Ability to communicate with policymakers about oral health and financial impacts of poor oral health
- Ability to write and disseminate policy briefs and media messages that effectively increase awareness of the need for oral health care during pregnancy,

CONTRACT NUMBER		INTERGOVERNMENTAL AGREEMENT (IGA)		
IGA2020-040	ATTACHMENT B			
16/2020-040	EVIDENCE-BASED	AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS		
		 capitalizing on pregnancy insurance coverage benefits Ability to communicate, via traditional and social media, accurate, consistent and motivational oral health messages for pregnant women and children, including the benefits of sealants Ability to effectively communicate with dentists and professional dental organizations to highlight the guidelines about dental care during pregnancy, infancy, and early childhood Ability to communicate with medical homes about the importance of oral health Ability to communicate with prenatal care providers about the importance of oral health Skills to create effective public health messages about the negative impact poor oral health has on school readiness and academic achievement Skills to create effective public health messaging about the relationship between poor oral health care and chronic health conditions such as gum disease, 		
		diabetes, heart disease, and stroke		
Talankana Causaalina		PM #14 - Smoking		
Telephone Counseling + Education Materials: Provide telephone counseling + educational materials to reduce children's exposure to secondhand smoke in the home. Incentives: Incentives to reduce smoking during pregnancy. Health Education: Provide health education to reduce smoking during pregnancy.	Baby and Me Tobacco Free (National): Tobacco cessation counseling & management. One Tiny Reason to Quit (VA): Social marketing directed to African-Americans. Internatal Care Program (AZ): Care coordination and health education.	 Population Health Ability to conduct surveillance of tobacco use during pregnancy and adolescence that allows public health practitioners to understand and respond to disparities in smoking rates Ability to develop estimates of death rates and implications based on tobacco use rates Ability to calculate quality-adjusted life years (QUALYs) to quantify impact of tobacco use in local communities Strategic Planning & Program Design Ability to effectively leverage home visiting and other programs for which Title V has authority as a way to assess and address household tobacco use Ability to apply the socio-ecological framework to smoking during pregnancy and household smoking 		
Clinic-based Counseling + Education Materials: Provide in- person counseling + educational materials during visits with a health care provider to reduce child exposure to secondhand smoke		 Strategic Alliances & Effective Partnerships Ability to collaborate to promote policy solutions with public housing officials, Medicaid and other payers for secondhand smoke interventions Ability to address economic interests related to tobacco use among various stakeholders Ability to effectively negotiate and utilize conflict resolution skills to support local partners in enforcement of smoke-free areas 		

CONTRACT NUMBER		INTERGOVERNMENTAL AGREEMENT (IGA)		
10 4 2022 242		ATTACHMENT B EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS		
IGA2020-040	EVIDENCE-BASED			
<u> </u>				
in the home.				
		Consumer Engagement/Cultural & Linguistic Brokering		
		Skills to engage consumers in needs assessment regarding tobacco and		
		alternative tobacco delivery use		
		 Ability to effectively engage youth as peer educators for tobacco prevention efforts 		
		Policy & Program Implementation		
		 Ability to ensure health care providers have access to tools and best practices regarding tobacco use/reduction/cessation and are trained to use the tools in a evidence-based manner 		
		Skills to ensure high quality tobacco counseling is embedded in programs for which Title V has authority		
		 Skills to support robust and effective referral systems for tobacco cessation, especially for pregnant women 		
		 Skills to effectively use electronic medical records for tobacco screening Skills to develop memoranda of understanding with Medicaid and other payers develop policies that reduce tobacco exposure 		
		 Ability to navigate political sensitivities around tobacco use and find common ground for action 		
		Communication Chille to the control of the control		
		Skills to communicate effectively with tobacco users Ability to build consoity at level to facilitate conditions of partners to mobility.		
		 Ability to build capacity at local level to facilitate coalitions of partners to mobilis tobacco prevention and control messages 		
		 Ability to communicate with policymakers about health and financial impacts of 		
		secondhand smoke exposure and pregnant women's tobacco use		
		Ability to work with young adults as part of preconception health campaigns		
		Ability to effectively reach young adults with tobacco messages specific to their		
		local community and demographic profile		
		15 – Adequate Insurance Iren w/Special Health Care Needs)		
Insurance Utilization Support:	Health-e-Access Telemedicine	Population Health		
Insurance enrollment helpline.	Program (NY):	Skills to monitor trends of insurance adequacy for children		
	Diagnosis/treatment using	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
Healthcare Delivery Quality	technology.	Strategic Planning & Program Design		
Improvement (QI initiatives): On-		Skills to train local partners about insurance coverage options		
site medical practice	Parent Child Assistance	Skills to map networks of adequate and inadequate coverage		
care coordination services.	Program (PCAP) (WA):			

Parent Child Assistance Program (PCAP) (WA):

site medical practice care coordination services.

CONTRACT	Number

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INTERGOVERNMENTAL AGREEMENT (IGA)

ATTACHMENT B

EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

Health Insurance Enrollment
Outreach and Support: For un/under-insured families.

<u>Patient Navigators</u>: Provide care coordination to guide patients through supports.

<u>Strategies</u> states are using to improve and finance care for CYSHCN

Advocacy/case management for mothers.

MN Care Coordination
Systems Assessment and
Action Planning (MN): Care
Coordination assessment.

Strategic Alliances & Effective Partnerships

- Ability to collaborate with partners to promote insurance coverage, including:
 - Accountable care organizations (ACOs) and managed care organizations (MCOs)
 - Medicaid and Children's Health Program (CHIP)
- Ability to align efforts to enroll children in health insurance with other initiatives related to insurance coverage for the population as a whole

Consumer Engagement/Cultural & Linguistic Brokering

- Skills to engage consumers, especially families of children and youth with special health care needs. to:
 - Serve as peer educators
 - Provide input into Title V outreach effort plans

Policy & Program Implementation

- Skills to identify, assess, and select appropriate outreach and enrollment activities for state and local jurisdictions
- Skills to train local health agencies and health care providers to effectively inform families about insurance coverage options
- Skills to support robust and effective referral systems for insurance enrollment
- Skills to assist with enrollment in insurance for children

Communication

- Skills to effectively communicate with families about insurance coverage options
- Ability to effectively use traditional and social media to conduct outreach for insurance enrollment
- Ability to communicate effectively with decision makers/local legislators regarding:
- The health impacts of insurance coverage
- The economic benefits of insurance coverage
- Ability to effectively communicate with decision makers/legislators regarding the importance of adequate coverage for children (CHIP reauthorization, Medicaid expansion, etc.)

Children with Special Health Care Needs

See Child Health and Adolescent Health:

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	EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

NPM #12 - Transition NPM #15 – Adequate Insurance

Cross-Cutting/Systems Building

Strategies include but are not limited to:

- Family partnership activities that cross all population health domains.
- Social determinants of health
- Workforce development
- Enhanced data infrastructure
- Capacity Building
- Oral Health
- Injury Prevention
- Access to care

Emerging Issues

Projects and/or strategies that become prominent and/or are unique to a particular County. These strategies will require pre-approval from ADHS (see Attachment G). Projects such as: reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	ATTACHMENT C
	CONTRACTOR EXPENDITURE REPORT

Arizona Department of Health Services Accounting/Contracts 150 N 18th Ave, Ste 280 Phoenix, Arizona 85007	1. Contract Number 2. Contractor Name 3. Title of Program	ADHS	Purchase Order No.	PO-	X Cost Reimbursement - Cumulative Actual Expenditures Fixed Price Periodic Report
Invoice #	4. Reporting Period:	То			☐ FINAL REPORT
5. COST REIMBURSEMENT		etailed Statement of Expe	nditures and Fixed Price		
(Actual Expenditures)	APPROVED Budget (Matches ORIGINAL Contract Price Sheet)	REVISED Budget (from ADHS INTERNAL Adjustments)	Prior Report Period Year to Date Expenditures	Current Reporting Period Expenditures	Total Year to Date Expenditures
A. Account Classification:	(a)		(b)	(c)	(d)
Personnel Services					\$ -
ERE					\$ -
Professional and Outside Services					\$ -
Travel					\$ -
Occupancy					\$ -
Other Operating					\$ -
Capital Outlay					\$ -
Indirect					\$ -
Total	s -	\$ -	\$ -	\$ -	\$ -
ADHS USE ONLY	THIS SECT	ION FOR ADHS ACCOUNTIN	G USE ONLY	7. CONTRACTOR CERTIFIC	
ADHS PROGRAM	Total Expenditures or total	I Fixed Price			as been examined by me, and to e and belief, the reported
COORDINATOR CERTIFICATION:	Adj (if required):				rice information is valid, based
Performance satisfactory for payment	Less: Year to date payme	ents		•	ting records (book of account) an s of the contract. It is also
Performance unsatisfactory, withhold payment	Adj (if required):				tract payments are calculated by
☐ No payment due	Net payment due:			-	Services based upon information
PROGRAM COORDINATOR SIGNATURE/DATE	FUNCTION	PPC BF	Y AMOUNT	provided in this report. AUTHORIZED CONTRACTOR'S	SIGNATURE / TITLE / DATE
TOOLS OF THE PROPERTY OF THE P		= = =		PLEASE PRINT - PREPARED B	Y / PHONE NUMBER

ADHS/BFS/F-110 (Rev. 7/7/2015)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	ATTACHMENT D
10, 12020 0 10	FINANCIAL SUPPORTING DOCUMENTATION

For Cost Reimbursement contracts, Counties are required to maintain sufficient documentation in the form of receipts in support of **expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars** to a budget. Supporting documentation is essential for successful auditing, monitoring and processing of Contractor Expenditure Reports (CERs). County contractors are to follow the guidelines below:

- Supporting documentation shall be kept by the Contractor and does <u>NOT</u> need to be submitted with CERs <u>with</u> the exception of:
 - Travel documentation (in-state and out-of-state), and
 - Single purchases of equipment/assets exceeding \$250
- The ADHS Office of Auditing may conduct random audits each year. All supporting documentation, upon request by ADHS, must be provided for review.
 - It is strongly recommended that supporting documentation be maintained in an organized and readily available manner as delays in providing documentation for an Audit will delay reimbursement of a CER.

Acceptable support documentation of expenses by line item that should be retained and/or submitted includes:

Supporting Documentation of Expenses				
		Арр	licable Manual	
Line Item	Supporting Documentation Needed	State of Arizona Accounting Manual (SAAM)	Office of Management & Budget Code of Federal Regulation 2 (CFR) Part 200 (OMB)	
Personnel	 Staff time sheets /labor distribution, and Staff pay stubs or electronic pay records Please note that signatures must be in the form of an electronic signature with a time/date stamp (if converted to a PDF) or must be handwritten. Names that are typed out (regular font or cursive) are not allowable and can be considered a finding if ever audited. Signatures must indicate true authenticity of the signer. 	Staff time sheets /labor distribution, and Staff pay stubs or electronic pay records asse note that electronic patterns must be in the end of an electronic pattern with a time/date end (if converted to a electron 05 & 15 Topic 55 Section 05 & 15 2 CFR 2 2 CFR 2 2 crr 2 2 crr 2 3 crr 2 4 crr 3 4 crr 4 5 crr 5 5 crtion 05 & 15		
Employee Related Expenses (ERE)	Staff pay stubs or electronic pay records	Topic 55 Section 05 & 15	C CFR 200.431	
Professional & Outside Services	Paid invoice for service	Topic 45 Section 20	2 CFR 200.302(3)	
Travel	Out-of-state and In-state (out of Contractor area)	Topic 50 Section 05	2 CFR 200.474	

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IC
IGA2020-040	ATTACHMENT D

INTERGOVERNMENTAL AGREEMENT (IGA)
ATTACHMENT D
FINANCIAL SUPPORTING DOCUMENTATION

	Travel reimbursements	Section 25	
	claim form which includes	Section 45	
	traveling employee's	Section 55	
	name, date(s) of travel,	Section 95	
	time of departure and	Occilon 33	
	return, reason for travel,		
	claim signed by traveler		
	and their supervisor and		
	 Itemized copies of all receipts - hotel, meals, 		
	transportation, etc.		
	Copy of the mosting/conference		
	meeting/conference		
	agendas		
	Mileage claims that include		
	start & end odometer		
	readings, travel to/from,		
	date of travel, signed by		
	employee and supervisor		
	Please note that		
	signatures must be in the		
	form of an electronic		
	signature with a time/date		
	stamp (if converted to a		
	PDF) or must be hand-		
	written. Names that are		
	typed out (regular font or		
	cursive) are not allowable		
	and can be considered a		
	finding if ever audited.		
	Signatures must indicate		
	true authenticity of the		
	signer. Bill, invoice, receipt or		
Occupancy	lease agreement and	Topic 45	2 CFR 200.302(3)
Jocupancy	allocation breakdown	Section 20	2 01 11 200.302(3)
	Itemized receipts		
	and/or paid invoice to		
	supplier	T! 45	
Other Operating	Percentage being	Topic 45	2 CFR 200.302(3)
'	billed, if expenses are	Section 20	` ,
	divided amongst		
	multiple programs		
Capital Outlay	Paid invoice for service	Topic 45 Section 20	2 CFR 200.302(3)
	Contract Itemized Price		
	Sheet		2 CFR 200.414
Indirect	 RFGA Budget 	Topic 70	Appendix III Part 200
mancot	Worksheet	Section 40	Appendix III Fart 200 Appendix IV Part 200
	 Federally approved 		Appoint it i dit 200
	indirect cost letter		

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	ATTACHMENT E LINE ITEM BUDGET MOVE REQUEST

Note: This document is provided only for County use to assist with tracking budget line item moves to determine if/when a contract amendment needs to be requested.

BUDGET LINE ITEM MOVES

Revised Budget Per 25% Movement Between Line Items (Budget moves exceeding 25% of total annual budget or to a non-funed line item will require a contract amendment.)						
Account Classification	Approved Contract Budget	Total Budget Change 00/00/00		Total Budget Change 00/00/00	Revised Budget *	% of Budget Change
Personnel Services					\$0.00	#DIV/0!
ERE					\$0.00	#DIV/0!
Professional & Outside Services					\$0.00	#DIV/0!
Travel Expenses					\$0.00	#DIV/0!
Occupancy Expense					\$0.00	#DIV/0!
Other Operating Expenses					\$0.00	#DIV/0!
Indirect					\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total Amount & Percentage of Movement Request	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	ATTACHMENT F
	REQUEST FOR PURCHASE OF FOOD

Request for Purchase of Food

When food costs exceed the allowable thresholds (\$500 per event and cumulative cost less than \$5,000 annually), requests to purchase food shall be required by completing the Request for Purchase of Food form and submitting to the MCH HAF Program Manager.

Agency Name:

MCH HAF IGA Contract Number:

- A. A description of the event, including the public purpose of the meeting, the programmatic benefit of the meeting, how the benefit of the meals or refreshments exceeds the cost, and any alternatives that have been considered:
- B. A description of the target audience:
- C. An estimate of the number of participants and a breakout of the number of staff and the estimated number of participants:
- D. A description of the meals or refreshments to be provided and the estimated cost:
- E. The funding source(s) for the food:
- F. A draft agenda or similar document with beginning and ending times of the meeting, and the activities planned to coincide with the meals/refreshments:
- G. The name(s), title(s), contact number(s) and email address(s) of the contact for the event (if there are several individuals involved, please list all of them, along with the other information listed above):
- H. This request form and the supporting documentation establish a clear purpose for the event. As the contractor, you certify that this event serves a valid public purpose and the meals, or refreshments do not violate **Article 9, Section 7**, "Gift or Loan of credit; subsides; stock

ownership; joint ownership" of the Arizona Constitution."

County Program Manager Signature	Date	
BWCH Financial Manager Signature	Date	
MCH HAF Signature	Date	
ApprovedDenied		

IGA2020-040

INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT G EMERGING ISSUES APPROVAL PROCESS

The local emerging issues approval process should be followed by the County partners when seeking to work on local emerging issues within the MCH HAF IGA. ADHS requires justification of the local emerging issue and the County staff can work with their designated program manager to identify potential documentation that will be acceptable.

This document was created in order to have a clear approval process in place. By following these steps, the local emerging issues' proposals will be approved in a timely manner, without delay.

Step 1 -County •County submits the Local Emerging Issue Request Form to the ADHS IGA Program Manager via email.

Step 2 -ADHS Program Managers

•ADHS Program Manager will review the request form.

Step 3 -County

- •If further clarification or supporting documentation was requested by the ADHS Program Manager, the County has **5 business days** to provide that information.
- •If no further clarification or documentation is needed skip to Step 5-Approved.

Step 4 -ADHS Program Managers • ADHS Program Manager will review the clarifying materials. **Time to approve: 5 business days.**

Step 5 -ADHS Program Managers ADHS Program Manager approves or rejects the proposal.
 Approved: County can move forward with proposal and *must* update their Action Plan and re-submit it to the MCH HAF IGA Program Manager.
 Not Approved: There will be a scheduled conference call with ADHS BWCH Office Chief, County partner(s), and ADHS Program Managers, to discuss next steps.

Note: Time frame for ADHS approval may be outside of the 5 business days listed above based on the emerging issue, program, and funding guidelines.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)	
IGA2020-040	ATTACHMENT G	
IGA2020-040	EMERGING ISSUES APPROVAL PROCESS	

Please Fill in the Local Emerging Issue Request Form

The section of the Edward Enterging Issue Reques	
Local Emerging Issue Request	Responses
Program Area	Choose one:
	MCH HAF IGA:
	☐ Family Planning
	☐ Maternal Child Health
	☐ Children and Youth with Special Health Care Needs
Proposed Local Emerging Issue(s)/Project	1
Title	
Staff Members Working on Project (List	
Names and Titles)	
Source (s) of the Projected Funds	
Time Period (Dates) That the Funds Will Be	
Utilized/Spent	
Proposed Funding Total	
Proposed Staff Time Spent	
Justification for Use of Funds (i.e.	
documentation from Health Officer on the	
emerging issue, County data, etc.)	
How Does This Project Connect with the	
MCH HAF IGAs?	
Population(s) or System(s) Impacted	
Describe How You Propose to Evaluate the	
Project to Show Impact/Success	
If Also Allocating Non-Personnel Resources	
(supplies, travel, etc.) Please Indicate That	
Here and Provide Funding Total and	
Justification for Use of Funds	
Line Item Budget is Attached (If cost sheet	
created please attach)	
ADHS Use Only:	
Request is: □Approved □Rejected	
Insert e-Signature	
Staff Signature and Date	

IGA2020-040

INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT H FAMILY PLANNING POLICY & PROCEDURES MANUAL







Title V

Reproductive Health/Family Planning Program

Policies and Procedures Manual

IGA2020-040

INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT H FAMILY PLANNING POLICY & PROCEDURES MANUAL

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1.6	Program Goals and Objectives	7
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CHAPTER 1: INTRODUCTION

1.1 Program Background and Description

The mission of the Bureau of Women's and Children's Health (BWCH) is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." This is accomplished through the provision of community-based services and the facilitation of systems development. The Bureau of Women's and Children's Health administers the federal Maternal Child Health Title V Block Grant and other federally funded programs, as well as private and state supported programs.

The Bureau of Women's and Children's Health, Reproductive Health/Family Planning Program is a statewide, clinic-based, program that provides comprehensive family planning and reproductive health services to promote optimal health to Arizona's men and women. Services include education, screening, counseling, and medical and referral services that enable people to make voluntary and informed decisions. Program services are preventive health services that enhance maternal and infant health, and the emotional and social health of the individual and the family.

Reproductive health and family planning is a cost effective intervention that plays a key role in health care delivery. Clinics are often the entry point into the health care system, and may be the only source of health care for the low income, for the young, and for the underinsured and the uninsured. Program services promote responsible and healthy lifestyles by providing accurate information, education, and counseling to people regarding their reproductive health and family planning options. Program services provide individuals with the information and means to exercise personal choice in determining the number and the spacing of their children.

Research indicates that women who can plan and space their pregnancies are likely to have healthier babies. The reduction of unplanned pregnancy increases the likelihood that women will receive early and continuous prenatal care. Improved birth outcomes include a reduction of birth defects, decreases in infant mortality, and decreases in the incidence of low birth weight babies. An important social statistic indicates that children born to individuals who are prepared for them are less likely to be abused and/or neglected.

Clients receive initial or annual exams which include a choice of a family planning method, cancer and Sexually Transmitted Infection (STI) screenings. Clients also receive treatment as indicated, pregnancy testing, counseling, education, and referrals to other medical services as needed. It is vital that reproductive health and family planning services be available, accessible, and linked to other types of necessary medical, social, educational, and financial resources in communities throughout Arizona.

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1.2 Authority for the Program

Arizona Revised Statutes, ARS §36-104(1)(c)(i), authorizes the Director of the Arizona Department of Health Services (ADHS) to administer community health services which are to include medical service programs for family planning.

1.3 Mission Statement

The mission of the Reproductive Health/Family Planning Program is:

- A. To provide preventive health services to enhance the emotional, physical, and social health and well-being of mother's, children, and the whole family unit.
- B. To enable individuals to make and implement educated personal decisions regarding the quantity and spacing of their children
- C. To make reproductive health and family services available and easily accessible to all who seek such assistance

1.4 Reproductive Health/Family Planning, Maternal and Child Health Block Grant To assure that mothers and children (in particular, those with low income or with limited access to health services) receive quality maternal and child health services, the United States Congress enacted Title V of the Social Security Act. Title V provides funds via the federal Maternal and Child Health Services Block Grant for the health promotion of mothers and children, particularly through preventive and primary care services for the low-income population. Title V also provides support for prenatal care, delivery assistance, and postpartum care for low-income mothers. Recognizing that reproductive health and family planning services are important components of maternal and child health care, the Bureau of Women's and Children's Health contributes a portion of this block grant to address various reproductive health and family planning needs.

The funding for reproductive health and family planning services administered by the Bureau of Women's and Children's Health is supported entirely by dollars received from the federal Maternal Child Health Title V Block Grant.

1.5 Other Reproductive Health/Family Planning Programs

A. Infertility Prevention Project (IPP) Referrals

Gonorrhea and chlamydia infections are considered major cause of pelvic inflammatory disease (PID), ectopic pregnancy and related infertility among women in Arizona and in the United States. ADHS Sexually Transmitted Disease Control Program (STDCP) manages the IPP component of the CDC Comprehensive STD Prevention Services (CSPS) Cooperative Agreement grant. The overall goal of the IPP is to assess and reduce the prevalence of chlamydial and gonococcal infection, and associated complications through increased education and training, targeted screening, timely, and effective treatment, effective partner referral and treatment, and dissemination of chlamydia-related information to providers and policy makers

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in order to reduce infertility among women through the screening and treatment of chlamydia.

Should the contractor choose to participate in this program, the Contractor agrees to:

- 1. Provide universal chlamydia and gonorrhea screening for all women at Title V Health Clinics, during the first visit and annually thereafter. Prevalence requirements may change as funds for testing dictates.
- 2. Provide client level services including treatment, education and counseling, as well as partner elicitation and services.
- 3. Provide staff training in the process for collecting specimens, client education, referral, confidentiality, reporting, and requisition of laboratory supplies.
- 4. Provide comprehensive reports in a timely manner as dictated

Contingent upon the availability of IPP funds, ADHS' contracted laboratory will provide Contractor testing collection kits for the target population of women 25 years of age and younger at no cost. Failure to adhere to Region IX Infertility Prevention Chlamydia Clinical Guidelines may result in elimination of Chlamydia testing funds.

Contingent upon availability, IPP agrees to provide Contractor with dosages of azithromycin at no charge for treatment of Title V patients. If azithromycin is no longer available, Contractor will provide treatment at Contractor's expense or provide appropriate referrals for target population for treatment of a positive Chlamydia test result. Contractor agrees to submit the IPP Azithromycin Usage Report on a monthly basis to IPP.

B. Title X, Public Health Service Act

Congress enacted the Family Planning Service and Population Research Act, which added Title X, Population Research, and Voluntary Family Planning Programs, to the Public Health Service Act. Title X is administered by the Office of Population Affairs, a department within the U.S. Department of Health and Human Services. The regulations governing Title X are contained in the Code of Federal Regulations, (CFR), (42 CFR, Subsection A, Part 59). These regulations govern the provision of family planning services nationwide. In Arizona, The Arizona Family Health Partnership (AFHP) administers these funds and services. All clinics provide basic medical, educational, and counseling services related to contraception and pregnancy testing. These services are targeted for low-income women and men.

C. Title XIX

Title XIX of the Social Security Act funds federal Medicaid programs. Arizona's version of the Medicaid program is the Arizona Health Care Cost Containment System (AHCCCS). AHCCCS acts as the health insurer for low income Arizonans who qualify for various state and federal programs. Enrollees are entitled to receive health care benefits, including family planning services through prepaid managed care health plans. Family planning services are covered services for Title XIX enrollees, but

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AHCCCS health plans may elect at the time of contract negotiations not to provide family planning services directly. In those cases, services must be made available on a fee-for-service basis through referrals to AHCCCS registered providers.

1.6 Program Goals and Objectives

- A. The overall goal of the Reproductive Health/Family Planning Program is to provide comprehensive health services to promote optimal health, outcomes, and wellness for all Arizonans.
 - 1. Related goals include:
 - a. Promoting safe sexual behaviors
 - b. Improving access to quality health care
 - c. Improving maternal and infant health
 - 2. The related Bureau of Women's and Children's strategic plan priority is to improve the health of women prior to pregnancy.
- B. The objectives of the Reproductive Health/Family Planning Program are to:
 - 1. Decrease the teen pregnancy rate by providing reproductive health and family planning education, counseling, medical care, and referral services to adolescents statewide
 - 2. Ensure access to health care by providing reproductive health and family planning education, counseling, medical care, and referral services to low- income individuals living in rural and other underserved areas

By meeting these objectives, Program services aim to improve birth outcomes by reducing birth defects, decreasing infant mortality, and decreasing the incidence of low birth weight babies. These services also aim to improve the emotional and social health of the individual and the family by decreasing the stress that can be caused by an unplanned pregnancy.

1.7 The Purpose of this Manual

The purpose of this manual is to document the Reproductive Health/Family Planning policy and procedures for the Maternal and Child Health Title V Block Grant Contractors to use in development, implementation, and management of the Program. The manual is to be used to supplement terms of the contracts as indicated in the Scope of Work (SOW). Program Contractors, Department Administration, and other interested parties are to use this manual for reference and to provide more detailed information than contained in the contract. Reproductive health and family planning Contractors are required to adhere to the requirements and guidelines set forth in this manual, and are also responsible for incorporating any policy changes into their operations.

Revisions to the manual will be distributed to all Contractors at least thirty days prior to the effective date of any change, when appropriate. Contractors may consider keeping relevant correspondence and program updates as an Appendix to this document. If this reference

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does not answer a question or concern, or if Contractors have suggestions for additional information that might be included in the policy manual, please contact the Reproductive Health/Family Planning Program Manager via any of the information below:

Physical Address:

Attention: Family Planning Program Manager Arizona

Department of Health Services

Bureau of Women's and Children's Health 150 N. 18th

Avenue, Suite 320

Phoenix, Arizona 85007-3242 Office Number: 602-364-3124

Preferably e-mail:alison.lucas@azdhs.gov

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CHAPTER 2: GLOSSARY

- 1. "ACOG" means the American College of Obstetricians and Gynecologists. ACOG establishes and promotes standards for women's health care.
- 2. "ADHS" means the Arizona Department of Health Services. The Department is the Arizona state agency that is mandated to promote, protect and improve the health of the people of the state of Arizona. The Department is responsible for administering public health services and a variety of community health programs, including the Reproductive Health/Family Planning Program.
- 3. "AHCCCS" means the Arizona Health Care Cost Containment System. AHCCCS is the Arizona state agency that administers health care benefits and services for persons who are eligible for Title XIX services (Medicaid) or other low-income medical assistance programs.
- 4. "Annual Review" means compliance-based site visits that are conducted to ensure that services are delivered pursuant to the terms and conditions of the contract and in accordance with the Reproductive Health/Family Planning Program Policy and Procedure Manual. All Contractors will have at least one compliance-based site visit at least every two years, either virtually or in person, as circumstances dictate.
- 5. "Annual Visit" means an established client's yearly comprehensive well-woman preventive visit. Please click this link for updated guidelines for the annual visits: https://www.womenspreventivehealth.org/recommendations/well-woman-preventive-visits/. A client may only have one annual visit in a twelve month period.
- 6. "BWCH" means the Bureau of Women's and Children's Health at the Arizona Department of Health Services.
- 7. "CDC" means the Centers for Disease Control and Prevention, a federal public health agency. The CDC is recognized as the lead federal agency for protecting the health and safety of people in the United States and abroad, providing credible information to enhance health decisions, and promoting health through strong partnerships. The CDC serve as the national focus for developing and applying disease prevention and control, environmental health, and health promotion and education activities designed to improve the health of the people of the United States.
- 8. "Client" means an individual who receives reproductive health/family planning services through the Program.
- 9. "Clinic Site" means an outpatient facility, or part of a facility, devoted to diagnosis and treatment of patients.
- 10. "Clinical Staff" means a designated physician or nurse practitioner who is licensed and board certified in the State of Arizona who administers clinical care for the Reproductive Health/Family Planning Program.

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- 11. "Continuous Quality Improvement" (CQI) means the combination of activities traditionally referred to as quality assurance, quality management, utilization review, and risk management. CQI encompass any and all plans, actions, and evaluation practices used to monitor and improve services and service provision.
- 12. "Contractor" means the organization awarded by ADHS to provide services; also known as the Grantee.
- 13. "DES" means the Arizona Department of Economic Security. DES is the Arizona state agency that is responsible for determining eligibility for federal assistance programs for low income persons.
- 14. "Encounter" means an episode of contact or single unit of service provided to an eligible reproductive health/family planning client. An initial or annual visit is an example of a client encounter. A visit for contraceptive supplies is another example of a client encounter.
- 15. "Family Planning" means the process by which individuals and couples exercise their ability to make personal choices in the spacing and quantity of their children.
- 16. "FDA" means the Food and Drug Administration. The FDA is the federal agency that promotes and protects the public health by helping safe and effective products reach the market and by monitoring products for continued safety after they are in use. The FDA reviews clinical research and takes action on the marketing of foods, human and veterinary drugs, devices intended for human use, and cosmetics.
- 17. "HPHC IGA" means Healthy People Healthy Communities Intergovernmental Agreement, funding Arizona County Health Departments to provide family planning services.
- 18. "Informed and Written Consent" means that the client has provided written consent to participate in receiving Family Planning services after having been properly educated about the medical facts and risks involved.
- 19. "Initial Visit" means a client's first comprehensive visit. It will normally include a physical exam, a pap smear, if indicated, and issuing of a birth control method.
- 20. "Infertility Prevention Program (IPP)" is a program established by the CDC and the Office of Population Affairs to reduce the incidence of sexually transmitted diseases that can lead to infertility (primarily chlamydia and gonorrhea).
- 21. "Logic Model" is a diagram that shows the relationship between the program components and activities and desired process and outcome objectives. It is a visual way to present and share understanding of the relationships among the resources available to implement the proposed intervention, the strategies/activities planned for implementation, and the outputs and outcomes expected. Logic Models should typically be one (1) to three (3) pages in length.

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- 22. "Low-Income/Low-Income Family" means an individual or family meeting the official poverty guideline, as revised annually by Health and Human Services.
- 25. "Network" means a collection of service resources or information pathways that have been developed to assist clients in accessing appropriate information, education, medical, social, and financial services.
- 26. "Nurse Practitioner" means a registered nurse with a graduate degree in advanced practice nursing. She/he must be certified by the Arizona State Board of Nursing to function as a nurse practitioner in the extended role under the provisions of ARS Title 32, Chapter 15, Nursing.
- 27. "Outpatient Treatment Center" means a class of health care institution without inpatient beds which provides medical services for the diagnosis and treatment of persons on an outpatient basis. See ARS §36-421.01.
- 28. "Outreach" means any method used to provide information and education to the community regarding Reproductive Health Family Planning Program, services, benefits, etc.
- 29. "Preconception Health" the physical, emotional, social well-being and economic stability of a man or woman during their reproductive years, before conception.
- 30. "Preconception Care" the provision of education and/or services to men or women related to the impact of their physical, emotional, social well-being and economic stability on their health status prior to conception.
- 31. "Primary Care Physician" means a main doctor who manages most of a patient's medical issues.
- 32. "Program" refers to the Title V Reproductive Health/Family Planning Program as outlined in the Policy and Procedure manual.
- 33. "Program Manager" means the Department employee who is responsible for the implementation and oversight of the Reproductive Health/Family Planning Program. The Program Manager coordinates activities among Contractors and among Reproductive Health Team members, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 34. "Recommended Services" are those services that are not required by contract or Program policy, but may be provided by the Contractor in order to promote the general reproductive-related health care needs of the client.

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- 35. "Related Services" are those services which are not authorized or paid for by the Department but may be provided by the Contractor in order to meet the general health care needs of the client.
- 36. "Reproductive Health/Family Planning Services" means the cost effective and preventative care provided to participants designed to help promote responsible and healthy lifestyles. Family planning services may include but are not limited to education, confidential counseling, comprehensive health history, physical exams, provision and maintenance of safe and effective contraceptive methods, health screenings and follow up for breast and cervical cancer, screening, testing, and treatment of sexually transmitted diseases, pre-pregnancy counseling, pregnancy testing and counseling, infertility screening, sterilization services for men and women, intimate partner violence and reproductive life planning screening and education, and referrals to other medical or social services. Abortion is not a family planning service.
- 37. "Required Services" means those services which are stipulated either by law, in rules, by contract, or by Program policy which are otherwise considered essential to the provision of high quality reproductive health services.
- 38. "SOW" means Scope of Work, which is the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party.
- 39. "Shall" means mandatory program policy.
- 40. "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS Reproductive Health/Family Planning Program staff or a designee, at least every two years.
- 41. "Title V" means Title V of the Social Security Act. At the national level the Maternal and Child Health Bureau administers Title V. The bureau is a segment of the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services. Title V funds programs that promote the health of women, infants, and children. Title V funding and services are administered in Arizona by the Arizona Department of Health Services, Bureau of Women's and Children's Health.
- 42. "Title X" means the National Family Planning Program created by the Public Health Service Act (P.L.910572). Title X is administered by the Office of Population Affairs, the U.S. Department of Health and Human Services. The regulations governing Title X are contained within the Code of Federal Regulations (CFR), (42 CFR, Subsection A, Part 59). In Arizona, Title X funding and services are administered by the Arizona Family Health Partnership.
- 43. "TITLE XIX" means Title XIX of the Social Security Act. Title XIX funds federal Medicaid programs. Arizona's version of the Medicaid program is the Arizona Health Care Cost Containment System (AHCCCS). AHCCCS acts as the health insurer for low income Arizonans who qualify for various state and federal programs.

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CHAPTER 3: PROGRAM MANAGEMENT AND ADMINISTRATION

3.1 Role of the Bureau of Women's and Children's Health

- A The Bureau of Women's and Children's Health (BWCH) administers the federal Maternal Child Health Title V Block Grant. Recognizing that reproductive health and family planning services are important components of maternal and child health care, BWCH contributes a portion of this block grant specifically to address reproductive health and family planning needs. BWCH provides the criteria, policies, funding, and requirements for developing and implementing the Reproductive Health and Family Planning Program at the community level.
- B. BWCH contracts with local public and private agencies. Contractors may use a variety of strategies and/or service delivery systems to achieve program standards and desired outcomes. Within the framework of the Reproductive Health and Family Planning Program is the flexibility for Contractors to implement clinical programs and provide reproductive health services in a manner that suits the needs of their community. BWCH provides technical assistance to the Contractor, monitors contract compliance, and authorizes payment of contracted deliverable services.
- C BWCH provides two annual summits each year for Contractors, the Family Planning Nurse Summit and the Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA) Annual Fall Summit. Each Annual Summit provides comprehensive training, education, and technical assistance support on reproductive health and family related topics. Continuing education credits may be available.

3.2 Role of the Contractor in Program Management

Contractors are required to achieve and maintain certain minimum standards. Contractors must provide services of high quality and must be efficiently administered. The Contractor must develop administrative, management, and organizational systems that meet all Reproductive Health/Family Planning Program requirements. The Contractor must also have adequate staff and support services to implement the program at each clinic site. The Contractor's personnel shall meet all certification and licensure requirements. At a minimum, the following personnel are required:

A Administrator:

The Contractor is required to have a qualified Program Administrator who is responsible and accountable for overall Program planning, implementation, and evaluation at each contracted site. The Administrator's allocation of time to this position must be sufficient to ensure that program objectives are met.

B. Clinical Staff:

The clinical care component of the program must be under the supervision and responsibility of a designated physician or nurse practitioner who is licensed and board certified in the State of Arizona. If a nurse practitioner is overseeing the Program, she or he must work collaboratively with a physician for consultation or

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referral on an as-needed basis. Training or experience in reproductive health services is preferred.

C. Nursing Coordinator:

The nursing care component of the Reproductive Health/Family Planning Program must be under the supervision and responsibility of a Nursing Coordinator who is a registered nurse licensed in the State of Arizona with special training or experience in reproductive health and family planning services. The Nursing Coordinator must maintain compliance with the Arizona State Board of Nursing regulations. The Nursing Coordinator must be committed to obtaining reproductive and family health training. Please see the Family Planning National Training Center www.fpntc.org for more information.

D. Other Support Staff:

Other support staff for the Contractor may include registered nurses, licensed practical nurses, nurse's aides, health educators, nutrition counselors, family planning counselors, and other administrative personnel required to support business and clinical operations.

3.3 Contractor Oversight of Medical Management Component

All medical functions for the Contractor's Reproductive Health/Family Planning Program are performed under protocols, or standing orders approved by the designated physician or nurse practitioner. The standing orders and protocols must be in compliance with state rules and laws.

3.4 Sub-contracts

- A The Contractor must not enter into any subcontract under this contract without the advance written approval of the Arizona Department of Health Services Procurement Officer.
- B. In the event that family planning services are sub-contracted, the Contractor will remain responsible for ensuring that the subcontractor provides service in accordance with all specifications within the contract and the policy and procedure manual.
- C Contractors must have a written and signed agreement with the sub-contractor.
- D. Contractor must monitor the sub-contractor's performance annually and provide a written evaluation for the Bureau of Women's and Children's Health Program Manager to review during the Contractor's annual site review.

3.5 Contractor's Personnel Policy Standards

Contractors must establish and maintain written personnel policies that comply with federal and state requirements and Title VI of the Civil Rights Act. These policies shall include, but need not be limited to: staff recruitment and selection, performance evaluation, promotion,

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termination, compensation, benefits, orientation to the agency and the Program, in-service training, and grievance procedures. At a minimum, Contractors must require and ensure that:

- A Personnel records are kept confidential in a secured place.
- B. An organizational chart and personnel policies are available to all personnel.
- C Job descriptions (specifying training, formal education, experience, and licensure) are available for all positions, and that these are reviewed annually and updated as necessary to reflect changes in duties.
- D. A performance appraisal system is in place for all employees. An evaluation and review of the job performance of all program personnel must be conducted annually, at a minimum.
- E It is the responsibility of all sub-recipients and Contractors to be aware of, and monitor their staff and volunteers to be in compliance with protection of minors receiving Family Planning services.

3.6 Staff Training and Orientation

- A Contractors must provide an orientation to all Program personnel and must include the following:
 - 1. Orientation on the agency, or clinical site where the employee is employed.
 - 2. Orientation on reproductive and family health services, federal and state Program protocols, policies and procedures. Note* This Family Planning Policy and Procedure Manual must be reviewed by ALL staff and readily available for staff if applicable.
 - 3. Introductory call with the ADHS Family Planning Program Manager.
 - 4. Overview of the HPHC IGA and how the family planning program fits within the IGA.
- B. Contractors must provide for the in-service training of all Program personnel. Contractors must also develop and implement plans for promoting and offering continuing education programs as needed. Contractors are required to attend the HPHC IGA Annual Fall Summit and Family Planning Nurse Summit. Furthermore, all program personnel must participate in continuing education related to their activities, including on-the-job training, workshops, institutes, and courses
- C Documentation of attendance at in-service trainings and of having received orientation must be kept in the Program's records or the staff's personnel record. Documentation of training and orientation will be used in evaluating the scope and effectiveness of the staff training program.

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3.7 Continuous Quality Improvement (CQI)

A Contractors must develop an ongoing, systematic process to monitor and evaluate the quality, efficiency, effectiveness, and appropriateness of client service and program operations. Required CQI:

1. Resolving Client Problems

The Contractor and its subcontractors must develop and implement a process by which clients may present grievances about the operation and management of the program and services received. When developing grievance policy and procedure the following must be included:

- a. Contractors must inform the client of the right to grieve and must assist the client with the grievance process.
- b. Client grievances must be addressed in a timely manner.
- c. Client problems and issues must be tracked to identify potential trends.
- d. Contractors must incorporate findings and feedback into a plan to identify and correct future problems.
- e. The Contractor must include in the grievance process, contact information for the Bureau of Women's and Children's Health Program Manager and cooperate in the resolution of any client problems brought to the attention of the BWCH.

2. Client Satisfaction Surveys

Contractors must develop a client satisfaction survey to facilitate client input into clinic operations and services. Survey results must be considered when identifying areas for improvement.

3. Medical Record Review

Medical records should be reviewed periodically for accuracy, completeness, quality of care, and compliance with policy and contract obligations. Examples include but should not be limited to:

- a. Counseling and education provided to the client
- b. Client receives and is assisted as needed with referrals for services that are not provided by the clinic
- c. Notification and follow up of abnormal lab results
- d. Follow up by staff of client self-reported risk factors
- e. Informed consent
- f. Medical record documentation is signed and dated
- g. Staff certifications and licenses are current
- h. Staff has been fingerprinted as required by law

B. Recommended CQI

- 1. Monitoring Service Availability and Accessibility:
 - a. Determine the time interval between the request for an appointment and the date the appointment is scheduled.
 - b. Determine the time interval between the client's scheduled appointment and the time the client sees the care provider.
 - c. Determine if there are any clients with unmet needs.

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- 2. Timeliness of Deliverables
 Contractors should monitor the performance reports, CERs, and the annual reports for accuracy and for timely submission to the ADHS FP Program Manager.
- 3. Monitoring Referral Networks
 Contractors should periodically evaluate the accessibility, availability, and quality of service provided by the outside agencies, providers, and organizations to which they are referring clients.
- 4. CQI projects can be initiated by the County Contractors or started by ADHS.

3.8 Internal Policy and Procedure for Reproductive Health/Family Planning

- A Contractors must maintain an internal policy and procedure manual to be used to provide staff with guidelines for client care and Program management.
- B. When developing policy, procedure, and protocols the Contractor must consider the contract requirements as further detailed in this manual. The internal manual should include but not limit policy to:
 - 1. Management and administrative functions as detailed in Chapter 3 of this manual
 - 2. All required services as detailed in Chapter 4 of this manual
 - 3. Any recommended services detailed in Chapter 4 that are adopted by the Contractor
 - 4. Monthly reporting
 - 5. Monthly billing
 - 6. Reporting physical, sexual, emotional abuse, and neglect to the protective agencies
 - 7. Procedure for management of on-site medical emergencies

3.9 Clinic Facility Standards

- A Clinic sites and client care facilities for the Reproductive Health/Family Planning Program shall be licensed by the ADHS as Outpatient Treatment Centers.
- B. Facilities must meet applicable federal, state, and local government standards, i.e.: fire codes, building codes, Occupational Safety and Health Administration (OSHA) requirements, Clinical Laboratory Improvement Amendments (CLIA) Licensure, etc.
- C Facilities must meet the accessibility standards as established by the American's with Disabilities Act (ADA). The current ADA recommendations can be found here: https://www.ada.gov/2010 regs.htm.

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3.10 Availability and Accessibility of Clinic Services

- A Reproductive health and family planning facilities and services must be geographically accessible to the population served and should be available at times that are convenient to persons seeking services.
- B. Facilities should be adequate to provide the required services and should be designed for the comfort and privacy for clients.
- C Facilities must have a written plan and procedure for management of emergencies.

3.11 Program Eligibility

- A Income Eligibility:
 - 1. Reproductive health and family planning services are to be provided to persons from low income households as the highest priority.
 - 2. Low income for the purpose of this Program is defined as at or below 150% of the Federal Poverty Level (FPL). The FPL is determined by the Office of Management and Budget and is revised annually. Contractors must maintain and use current information regarding the FPL. The current information for the FPL can be found here: https://aspe.hhs.gov/poverty-guidelines.
 - 3. A client's self-declaration of income may be considered sufficient to receive services.
 - 4. Eligibility for minors seeking services shall be based on the financial resources of the minor.
 - 5. Client income must be reevaluated annually.
 - 6. Clients at or below 150% FPL shall receive services free of charge. Voluntary donations from clients are permissible within the following guidelines:
 - a. Clients must not be pressured to make donations
 - b. The amount of the donation cannot be specified
 - c. Those not donating cannot be refused service
 - d. Those not donating must not be subjected to any variation in services
 - 7. Clients who are above 150% of FPL can be provided services on a sliding fee scale within the following guidelines:
 - a. The scale must be adjusted to reflect income and family size
 - b. The scale must be posted in a visible public place
 - c. Clients who do not pay the sliding scale rate must not be subjected to any variation in quality of services
- B. Program services are to be provided to clients who are reproductive; i.e., not to clients who are post-menopausal, have had a hysterectomy, and/or who have been sterilized.
- C Program services are to be provided without the imposition of any duration residency requirement.

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3.12 Nondiscrimination

Contractors must provide program services without regard to religion, race, color, national origin, creed, disability, gender, sexual orientation, and number of pregnancies, marital status, age, ability to pay, and contraceptive preference.

3.13 Voluntary Participation

- A Use of program services by any individual must be solely on a voluntary basis. Individuals must not be coerced to accept services or to use any particular method of family planning. Acceptance of reproductive health services must not be a prerequisite to eligibility for or receipt of any other service or assistance from or participation in any other programs.
- B. Program personnel should be informed that it is an illegal action to coerce or attempt to coerce any person to undergo a sterilization procedure or an abortion procedure, (Arizona Revised Statutes, Section 36-2153).

3.14 Confidentiality

Every Contractor must assure client confidentiality and provide safeguards for individuals against the invasion of personal privacy as required by Arizona Revised Statute (ARS) and by Public Law 104-191, the Health Insurance Portability and Accountability Act (HIPAA).

- All information obtained and records prepared in the course of providing service to clients shall be considered to be confidential information. No information obtained by the provider's staff about individuals receiving services may be disclosed without the client's written consent, except as required by law. The client's statement of written consent must be included in the client's medical record. Information may otherwise be disclosed only in summary, statistical, or other form that does not identify the individual.
- B. Clients transferring care to other providers may be provided with a copy of their medical record to expedite continuity of care.

3.15 Client Medical Records

- A Contractors must establish a medical record for every client who obtains clinical services.
- B. Clinic staff members are required to document all pertinent information about client interaction.
- C Entries in the medical record are to reflect professional, nonjudgmental statements of fact. Records must be legible, dated, and are to be signed in ink with the initial and last name of the clinician providing the service. Records must be complete, accurate, and follow standard practice for medical record documentation.

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- D. Medical records must contain the following information:
 - 1. Personal identifying information about the client
 - 2. Medical history, physical examination, laboratory tests, results, and follow-up, diagnosis, orders, allergies
 - 3. Treatment and instructions
 - 4. Informed and written consent
 - 5. Documentation of telephone contact of a clinical nature
 - 6. Documentation of attempts to contact client
 - 7. Refusal of service
 - 8. Documentation of counseling, referrals, and education; both written and verbal provided
 - 9. Financial information
- 10. Procedures
- E Clients must be informed that a medical record will be maintained and that this information is confidential information to be divulged only upon their written permission, or as otherwise required by law.
- F. Clients shall have access to their own medical record at all times, and shall have the right to correct any inaccurate information included in the records.
- G. Clients will have signed an informed consent statement prior to receiving reproductive health services.
- H. The Contractor is responsible for maintaining the client's case file record in a confidential manner, and ensuring that information contained in the records is released only to authorized parties.
- I The BWCH Program Manager may have access to client records without client consent in order to conduct necessary evaluations or programmatic review. The client's case file record is not available to other governmental agencies, except for the Auditor General, without specific prior written consent by the client for the release of information in the client record.
- J. The Contractor shall store and maintain client records in a safe, secure location. Except for non-identifiable demographic characteristics, records shall be destroyed six (6) years after the client's last participation in the Reproductive Health/Family Planning Program. Minors' records must be maintained until the age of majority plus three (3) years.

To learn more about how to handle HIPAA Related client records, please review the Custom Records Retention Schedule Issued to: All State and Local Agencies Administrative and Management Records document, page 12, Record Series Number

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10283 here: https://azlibrary.gov/sites/default/files/arm-all-general-schedules_2019-12-16.pdf.

For more information on Permanent and Historical records, please see here: https://azlibrary.gov/sites/default/files/arm_permanent_and_historical_records_20_19.pdf.

3.16 Informed Consent

- A written, signed, informed consent statement must be received from the client prior to receiving family planning services or medical treatment. This statement documents the client's voluntary consent to receive program services.
- B. The form must be written in the primary language of the client or witnessed by an interpreter the client knows and/or trusts. The form must cover all procedures and medications to be provided.
- C To give informed consent for contraception, the client must receive education about the benefits, risks and limitations of the various contraceptive alternatives, and details on the safety, effectiveness, potential side effects, complications, discontinuation issues, and danger signs of the contraceptive methods of choice.

The consent statement shall include at least the following:

- 1. A clear description of the services or procedures to be performed, including medical treatments and interventions, counseling, or other client contact
- 2. The right of the client to terminate treatment or refuse services at any time
- 3. Any responsibilities of the client
- 4. Any other information that is necessary to convey to the client a clear understanding of the Program
- 5. All consent forms must contain a statement that the client has been counseled, has read the appropriate informational material, and has understood the content of both. The signed informed consent must be a part of the client's record
- 6. The form must be renewed and updated when there is a major change in the client's health status or a change to a different prescriptive contraceptive method

3.17 Program Promotion

- A Contractors must establish and implement planned activities whereby family planning services are made known to the community.
- B. In planning for Program promotion, providers should review and utilize a range of strategies to gain community acceptance. Program promotion activities should be updated periodically and be responsive to the needs of the community.

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- C Contractors must develop written material for distribution to clients, the community, and to other agencies and organizations. When developing materials, the Contractor must follow the guidelines below:
 - 1. Materials must be medically accurate and culturally suitable for the population and community to which they are being distributed.
 - 2. Program materials must be printed in a size and type style that is easy to read.
 - 3. The materials must be language and literacy level appropriate.
 - 4. All marketing, or education materials shall bear the following "Funded in part by the Bureau of Women's and Children's Health, Arizona Department of Health Services as made available through the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau, Title V Maternal and Child Health Services Block Grant Program."
 - 5. All written materials should be reviewed periodically to be certain that the information remains timely, correct, inclusive, and medically accurate.

3.18 Community Education

- A To enhance understanding of the objectives of the Program and to make known the availability of services to potential clients, Contractors must provide education to the community about the Reproductive Health/Family Planning Program services.
- B. Community education should be directed toward identifying local agencies and organizations that are likely to serve significant numbers of individuals in need of family planning care. Programs should offer in-service training sessions for the staff of these agencies and organizations in order to help them provide better counsel and to offer reference options to potential clients.
- C Education directed toward the general community should employ a variety of approaches. Education must be designed to meet the educational, cultural, and language needs of the community to be served.

3.19 Establishing Referral and Communication Networks

- A Contractors must develop a comprehensive listing of available local resources to assist clients with obtaining services not provided by the Reproductive Health/Family Planning Program.
- B. The resource information should be reviewed and updated periodically to ensure continued availability, accessibility, and quality of the services recommended to clients.
- C In circumstances where resources or necessary services do not exist within the local community, Contractors will provide the client with information to obtain access to equivalent services in another community.

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- D. The Contractor must network with those agencies and organizations most frequently used as referrals for clients. An established informal network helps to ensure acceptance of the client for services and can provide a smoother transition for the client. Networking also helps to ensure that the client did receive the services as referred or recommended.
- E The Contractor is encouraged to develop a community based Reproductive Health and Family Planning Advisory Committee to aid in the identification of communities' reproductive health needs and resources, and to help develop strategies to meet the needs.
- F. The Contractor shall make uninsured clients aware of the possibility of coverage through the Arizona Health Care Cost Containment System (AHCCCS) and shall provide referrals to AHCCCS as appropriate.

3.20 Developing Partnerships and Establishing Collaborative Efforts

- A To avoid duplication of effort and to maximize resources, Contractors must develop partnerships, or collaborate with existing agencies providing family planning services in their local communities.
- B. Contractors will be familiar with the AHCCCS eligibility criteria and refer clients who meet those criteria to an AHCCCS provider to receive services. If the Contractor identifies that a number of individuals seeking services at their clinic are eligible for AHCCCS, the Contractor will consider becoming an AHCCCS provider to maximize the state resources to serve all populations in need of services.

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CHAPTER 4: PROGRAM SERVICES

4.1 Required Services

- A. Contractors must provide clinical, informational, educational, social, and referral services to Program clients who want such services.
- B. Contractors must offer a broad range of acceptable and effective medically approved family planning methods and services either on site or by referral. Programs should make all methods of contraception approved by the Federal Food and Drug Administration (FDA) available to all clients.
- C. Contractors must provide the following services as part of initial and annual exams, and at other times as deemed medically appropriate:
 - 1. Client Education/Counseling
 - 2. Physical Assessment
 - 3. Laboratory Testing, as medically indicated
 - 4. Fertility Regulation
 - 5. Infertility Services Referral
 - 6. Pregnancy Diagnosis and Counseling
 - 7. Adolescent Services
 - 8. Sexually Transmitted Infection Screening/Assessment, as medically indicated
 - 9. Referral and Follow-up
 - 10. Screening for intimate partner violence (IPV) and reproductive coercion
 - 11. Education on Preconception Health and Reproductive Life Planning

4.2 History

- A. A comprehensive personal, medical, and social history must be obtained on all clients at the initial medical visit and must be updated at subsequent visits.
- B. The medical history must address but not be limited to the following areas:
 - 1. Allergies
 - 2. Immunizations, including rubella and TDAP
 - 3. Current use of prescription and over-the-counter medications
 - 4. Chronic and acute medical conditions
 - 5. Significant hospitalization
 - 6. Surgeries
 - 7. Review of systems
 - 8. Extent of use of tobacco, alcohol and other drugs
 - 9. Genetic conditions or disorders that affect the client or her family
 - 10. Pertinent medical history of immediate family members
 - 11. Partner history, including:
 - a. Injectable drug use

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- b. Multiple partners
- c. Risk history for STI's and HIV
- d. Bisexuality
- C. History of reproductive function must include but not be limited to the following:
 - 1. Menstrual history
 - 2. Sexual history
 - 3. Obstetrical history
 - 4. Gynecological conditions
 - 5. Sexually transmitted infections (Chlamydia, Gonorrhea, and Syphilis)
 - 6. HIV
 - 7. Pap smear history (date of last pap, any abnormal pap, treatment)
 - 8. Contraceptive use, past and present, and any adverse reactions
 - 9. Pregnancies
 - 10. Genetic risk assessment

4.3 Client Education/Counseling

A. Contractors must provide clients with education needed to make informed decisions about family planning choices. Contractors must provide this information both orally and in writing. Furthermore, client education must be appropriate to the client's age, level of knowledge, language, and culture. Any instruction and other client education offered or provided must be documented in the client's medical record.

Contractors must also provide education to assist clients in reaching informed decisions regarding the choice and continued use of contraceptive methods. Education is designed to help clients resolve uncertainty, ambivalence, and anxiety in relation to their reproductive health. Education should be provided in a private environment in which the client feels comfortable and in a manner that protects the dignity of the individual. Documentation of all education provided, must be included in the client's medical record.

- B. Client education must include but not be limited to the information needed to:
 - 1. Make informed decisions about care
 - 2. Choose specific methods of contraception
 - 3. Perform breast self-exam
 - 4. Reduce the risk of infection or transmission of STIs and HIV
 - 5. Understand intimate partner violence and reproductive coercion
 - 6. Understand the procedures involved in the clinic visit
 - 7. Understand the services offered at the clinic
- C. Clients must also be offered the following information/education, as appropriate:
 - 1. Achieving optimal preconception/inter-conception health
 - 2. Basic female and male reproductive anatomy
 - 3. Benefits of Folic Acid

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- 4. Fertility regulation referral
- 5. Developing an individualized reproductive life plan
- 6. Health promotion/disease prevention
- 7. MMR & TDAP information and/or referrals
- 8. Exercise
- 9. Nutrition
- 10. Smoking cessation
- 11. Alcohol and drug abuse
- 12. Sexual abuse
- D. Persons who provide education must be knowledgeable, objective, non-judgmental, culturally aware, and sensitive to the rights and differences of clients as individuals. The counselor's knowledge must be sufficient to provide information regarding the risks, benefits, limitations, contraindications, and effective use of any method, procedure, treatment, or option being considered by the client.
- E. Pre-examination counseling must be provided to clients to explain the Program, clinical procedures, eligibility requirements, and to allow the client the opportunity to ask questions, express concerns, etc.
- F. Post-examination counseling should be provided to assure that the client:
 - 1. Knows results of the physical examination and laboratory studies
 - 2. Knows how to use and is comfortable with the contraceptive method selected and prescribed
 - 3. Knows the common side effects and possible complications of the method selected and what to do if complications occur
 - 4. Knows how to discontinue the contraceptive method and has information regarding a backup method
 - 5. Receives appropriate referrals for additional services as needed
 - 6. Knows an emergency 24-hour number and a location where emergency services can be obtained
 - 7. Knows when to schedule a return visit
- G. Sexually Transmitted Disease and HIV Counseling:
 - 1. Contractors must provide clients with thorough and medically accurate counseling on STI's, HIV infection, and AIDS. Contractors must also offer information on risk and infection prevention, and referral services.
- H. Other Counseling:
 - Clients should receive special counseling regarding future planned pregnancies, assistance with current pregnancy, and other individual concerns as indicated i.e. substance use and abuse, sexual abuse, sexual concerns, domestic violence, nutrition, etc. Preconception counseling and a reproductive life plan must also be provided.

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- 2. Referral systems should be in place for those who require genetic counseling and evaluation.
- 3. Contractors should counsel clients about health promotion and disease prevention and make referrals as appropriate.

4.4 Physical Assessment

- A. Clients must have a general physical examination at each initial and annual medical visit. The physical examination must include but not be limited to the following:
 - 1. Height
 - 2. Weight
 - 3. Blood pressure
 - 4. Thyroid
 - 5. Heart
 - 6. Lungs
 - 7. Extremities
 - Breast
 - 9. Abdomen
 - 10. Pap smear as medically indicated
- B. A client's refusal or deferral of a service, including the reason for refusal and/or deferral must be documented in the client's medical record.
- C. Clients who decline or defer a service must be counseled regarding any possible health risks associated with declining and/or deferring the screening test or procedure. Counseling regarding any associated risk must be documented in the client's medical record.
- D. Physical examinations and laboratory testing should not be deferred beyond 3 months after the client's visit unless in the clinician's judgment there is a compelling reason to extend the deferral. All deferrals and the reason for the deferral must be documented in the client's medical record.
- E. Revisit schedules must be individualized, based upon the client's need for education, counseling, and medical care. Younger clients and clients initiating a new contraceptive method may need to be scheduled for a revisit to reinforce proper use, check for side effects, and to provide additional information or clarification.

4.5 Laboratory Testing

- A. The following laboratory procedures must be provided as medically indicated for all clients at the initial and annual visit:
 - 1. Hemoglobin (Hgb) or Hematocrit (Hct), as indicated
 - 2. Pap smear/Guidelines:

First	Age 21, regardless of the age or onset of sexual activity

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Pap Smear	Should be avoided before age 21
Until Age 30	Screen every 3 years instead of annually, using either the standard pap or liquid-based cytology
Ages 30 – 65	Contractors are required to follow the American College of Obstetricians and Gynecologists (ACOG) Clinical Guidance, found here: https://www.acog.org/Clinical-Guidance-and-Publications/Search-Clinical-Guidance?IsMobileSet=false

Note: Contractors are required to follow the ACOG Clinical Guidelines for women who have a history of cervical cancer, are infected with HIV, have a weakened immune system, or who were exposed to diethylstilbestrol (DES) before birth.

- 3. Pregnancy testing
- 4. Wet mounts, as indicated
- 5. Urine Dip Stick/ Urinalysis
- 6. Syphilis serology, as indicated
- 7. Gonorrhea and Chlamydia tests
- 8. HIV testing, as medically indicated or upon client request
- 9. Other procedures and laboratory testing may be indicated for some clients and may be provided on-site or by referral
- B. Laboratory procedures or services that cannot be performed on site must be made available through a referral when indicated.
- C. Contractors must assure that laboratory tests performed by or for the clinic are of high quality. The Contractor must assess the credentials of the laboratories with which it contracts. Laboratories must be CLIA certified. If laboratory testing is performed on-site, written protocols for quality control and proficiency testing are necessary.
- D. The Contractor must establish a procedure for timely client notification and adequate follow up of all abnormal laboratory results.
 - 1. The procedure must respect the client's request to maintain confidentiality
 - 2. When initial contact of the client is not successful, a reasonable further effort must be made to notify the client, this shall consist of at least three attempts, the means having been discussed during the visit.
- E. A client who has had a negative Pap smear done at another facility within 6 months of the visit and has written test results, may have these procedures waived during the initial/annual visit.

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F. Annual history updates, exams, and laboratory tests are required for all clients.

4.6 Fertility Regulation Referral

- A. Contractors must make available through referral, all of the FDA approved methods of reversible contraception.
 - 1. Reversible Contraception:
 - a. Non-hormonal Methods
 - b. Hormonal Methods
 - c. Long-Term Contraception
 - d. Emergency Contraception
 - 2. Permanent Contraception Referral:
 - a. Clients who request information regarding sterilization procedures must be counseled with regard to the permanence, risks, and benefits of this procedure.
 - b. Contractors should be aware of federal sterilization regulations, (42 CFR Part 50, Subpart B). More information can be found here: https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf.
- B. More than one method of contraception can be used simultaneously by a client and may be indicated to minimize risk of STI, HIV, and pregnancy.

4.7 Infertility Services Referral

A. Providers are required to make basic (level 1) infertility services available to clients who request such service. Level I service includes initial infertility interview, education, physical examination, appropriate laboratory testing, counseling, and appropriate referral.

4.8 Pregnancy Screening, Counseling, and Referrals

- A. Programs must provide pregnancy diagnosis and counseling to all clients in need or requesting this service. Pregnancy testing is one of the most frequent reasons for the initial visit to the family planning facility, particularly by adolescents. It is therefore important to use this occasion as an entry point for providing education and counseling about family planning.
- B. Pregnancy screening consists of:
 - 1. Pregnancy History
 - 2. Pregnancy test
 - 3. Referrals to supportive programs
- C. Programs providing pregnancy testing on-site should have available at least one test of high specificity. For those clients with positive pregnancy tests results who elect to

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continue the pregnancy, the examination may be deferred, but should be performed within 30 days.

- D. For clients with a negative pregnancy diagnosis and abnormal menstrual history, the cause of the abnormal menstruation should be investigated.
- E. Pregnant women planning to carry their pregnancy to term must be offered information and education regarding their pregnancy. Clients must be given information about good health practices during early pregnancy, especially those practices that serve to protect the fetus during the first three months, and referral for prenatal care.
- F. Women requesting information on options for the management of an unintended pregnancy must be given non-directive counseling on alternative courses of action and referral upon request.
- H. Clients who are found to be not pregnant must be offered information about the availability of contraceptive, or infertility services, depending on the client's wishes. Anticipatory guidance regarding good health practices prior to pregnancy, including avoidance of teratogens should also be provided.

4.9 Adolescent Services

- A. Contractors must offer age appropriate information and skilled services to adolescents.
- B. Contractors must take steps to assure the adolescent that all information learned during any encounter is confidential information and that every effort will be made to ensure privacy in any encounter or any necessary follow-up contact. (See G. below regarding Duty to Report)
- C. Adolescent clients require skilled counseling and detailed information. Program staff should have a comprehensive understanding of the following:
 - a. Adolescent growth and development
 - b. Psychosocial growth and development
 - c. Nutritional needs
 - d. Risk and resiliency factors
 - e. Communication skills
- D. When providing services to adolescents Contractors must:
 - a. Inform the adolescent about all methods of contraception
 - b. Make every attempt to schedule appointments for them on short notice
 - c. Encourage the young person to participate in the full range of medical services
 - d. Evaluate the adolescents understanding about the contraceptive method selected

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- e. Inquire about symptoms and exposure to STI's
- f. Encourage examination and treatment either directly or by referral to those at risk for STI's
- E. It should not be assumed that all adolescents are sexually active. Many teenagers are seeking assistance in reaching this decision. Abstinence as an option should be discussed.
- F. Contractors do not need the consent of parent or guardian for provision of service to minors. Therefore, Contractors must not notify the parent or guardian before or after an adolescent has requested and/or received service. Staff should encourage young clients to involve a parent or guardian in their family planning decisions. Discussion of encouraging family involvement should be documented in the client's medical record.
- G. Contractors must be knowledgeable regarding Department of Child Safety (DCS) reporting laws e.g. ARS § 13-3620, "Duty to report abuse, physical injury, neglect and denial or deprivation of medical or surgical care or nourishment of minors..." Contractors are advised to consult with their legal counsel regarding any clarification they may need regarding this and other related statutes. Adolescents seeking services who the staff member believes may meet DCS reporting requirements must be advised prior to any service provision that they will not be refused service but due to their particular circumstance, a report to DCS will need to be filed.
- G. Fees for minors seeking services must be based on the income of the minor.

4.10 Sexually Transmitted Infection Screening

- A. Contractors must have a process for identification of high-risk behavior for STIs and HIV/AIDS.
- B. Appropriate education and preventive measures must be provided to discourage continuation of risk behaviors and to help prevent the client from contracting or spreading an infection.
- C. The Contractor must offer Gonorrhea, Syphilis, Chlamydia, and HIV screening for clients and their partners with probable or definite exposure, signs, and symptoms suggesting an infection. The client may also request screening.
- D. The Contractor must offer at risk clients either treatment or referral for treatment for clients and partners testing positive for an STI and/or HIV.
- E. Contractors must establish a procedure for timely client notification and adequate follow up of all positive results:
 - a. The procedure must respect the client's request to maintain confidentiality.

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- b. When initial contact of the client is not successful, a reasonable further effort must be made to notify the client; this shall consist of at least three attempts, one of which is a certified letter.
- F. The Contractor must comply with Arizona Administrative Code, Article 2, R9-6-202, Communicable Disease and Infestation Reporting, and any other local reporting requirements.

4.11 Referral and Follow-up

- A. Contractors must assure that clients requiring services indicated to be medically necessary but beyond the scope of the Contractor, are referred to other providers for care.
- B. Contractors must establish and maintain a comprehensive and current list of available quality health care providers and community resources.
- C. The Contractor must assure that:
 - 1. The client is able to follow through with contacting the referred provider; if the client is unable to follow through independently, the Contractor must offer assistance or find support for the client
 - 2. Arrangements are made for the provision of pertinent information regarding client care and services to the referral provider with the prior written consent of the client
 - 3. The client's confidentiality and privacy are always maintained
 - 4. The client is advised of the importance of complying with the referral
 - 5. The client is advised of their responsibility in complying with the referral
- D. The Contractor must, whenever possible, give clients a choice of providers from whom to select.
- E. The Contractor must have a procedure to prioritize referrals and follow-up. For example:
 - 1. Referrals considered by the clinician to be emergencies should be made immediately
 - 2. Referrals considered by the clinician to be urgent should be followed up with the client within two weeks
 - 3. Referrals considered by the clinician to be important and necessary but not urgent, may be followed up at the discretion of the provider but prior to the next clinic visit
 - 4. Referral requests made by the client and not considered to be urgent or of immediate need may be followed up with the client at the next clinic visit

4.12 Recommended Services

A. Minor Gynecologic Problems:

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Contractors may provide for the diagnosis and treatment of minor gynecologic problems so as to avoid fragmentation of services or lack of medical care for clients with these conditions. Problems such as vaginitis or urinary tract infection may be amenable to on-the-spot diagnosis and treatment. More complex procedures may be offered providing the clinician has had the necessary training and has demonstrated proficiency.

B. Genetic Screening and Referral:

Contractors may provide basic counseling to clients who are at risk for transmission of genetic abnormalities. More complete genetic screening and counseling may be offered by referral to a comprehensive genetic service program. If feasible, training in genetics should be arranged to enable Program staff to provide simple genetic screening.

C. Health Promotion and Disease Prevention:

For many clients the family planning program services are their only continuing source of health information and medical care. The Contractor may whenever possible, provide health maintenance services such as screening, immunization, and general health education and counseling directed toward health promotion and disease prevention. These additional services enhance the client's general state of health, and in turn, the health of their families and children. Programs are therefore encouraged to assess the health problems prevalent among the populations they serve, and to develop services or referral mechanisms to address them.

D. Preconception Education and Reproductive Life Planning:

Couples and prospective mothers may receive preconception education from the Contractor to obtain an overview of the responsibilities of pregnancy and parenting. Preconception health helps women think about how their behaviors, lifestyles, and medical conditions affect their ability to live healthy lives and to have healthy children. It gives women the opportunity to be assessed for risks, to be counseled about healthy living and to be offered treatment if needed. The education may include but not be limited to:

- 1. Fertility awareness/menstrual cycle
- 2. A review of family genetic history
- 3. Immunizations (MMR & TDAP)
- 4. Spacing of children
- 5. Nutritional needs, including folic acid supplements
- 6. Effects of medications on maternal health and pregnancy
- 7. Current contraceptive method, when to stop using it, and the waiting to conceive timeframe
- 8. Substance use and abuse

E. Intimate Partner Violence and Reproductive Coercion: Definitions:

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- a. Birth Control Sabotage: Active interference with contraceptive methods (flushing pills, poking holes in condoms, refusing to wear condoms).
- b. Pregnancy Coercion: Threats or acts of violence if the partner does not comply with the perpetrator's wishes to continue or terminate a pregnancy.

Intimate partner violence and coercion have long been linked to negative health outcomes. In 2011, the National Academy of Medicine formerly named the Institute of Medicine, recommended screening patients for current and past domestic and sexual violence as part of basic preventative care.

The Bureau of Women's and Children's Health (BWCH) recognizes the negative impact of domestic and sexual abuse on reproductive health, and funded a program to assist communities in addressing it through Futures Without Violence (formerly the Family Violence Prevention Fund): https://www.futureswithoutviolence.org/. Future Without Violence, along with ACOG created a comprehensive document with guidelines on how to handle intimate partner violence.

In a nationally competitive application process, Arizona was selected to receive funding to implement a statewide public health initiative. Since the spring of 2010, Project Connect Arizona has trained over 300 health care providers on the links between abuse and reproductive health and has worked diligently to make positive changes in policies and procedures related to screening and response to abuse. Please see more on Project Connect Arizona here: https://vsuw.org/what-we-do/fight-for-families/project-connect. Health care providers are in a unique position to assist victims of domestic and sexual violence by providing validation, education, and resources. This simple process can be easily integrated into reproductive health appointments.

Domestic violence and reproductive coercion screening should include, at a minimum, three questions from the following sample screening questions:

- 1. Has your partner ever messed with your birth control or tried to get you pregnant when you didn't want to be?
- 2. Does your partner refuse to use condoms when you ask?
- 3. Has he/she ever tried to force or pressure you to become pregnant when you didn't want to be?
- 4. Are you afraid your partner will hurt you if you tell him/her you have an STI and he/she needs to be treated?
- 5. Do you feel controlled or isolated by your partner?
- 6. Do you feel safe in your current relationship?

4.13 Excluded Services

Programs funded by Title V may not provide abortion services to clients as a method of family planning.

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CHAPTER 5: MONTHLY, QUARTERLY AND ANNUAL REPORTS

5.1 Monthly Reports

The contractor must submit a monthly Family Planning Database Report in a format approved by the Bureau of Women's and Children's Health (BWCH).

5.2 Monthly Report Requirements

- A. Contractors must have procedures in place to review the completeness, accuracy, integrity, and timely submission of the information required on the Monthly Family Planning Database Report.
- B. Under the HPHC IGA, the Family Planning Contractor's Expenditure Reports (CERs) are due quarterly to the ADHS Family Planning Program manager.
- C. Beginning in March 2020, along with submitting the quarterly reports and CERS, Contractors are to also submit the following supporting documents: Certificates of Completion for training and conferences, and conference registration receipts. The ADHS Family Planning Program Manager will access the Family Planning database to verify the services provided are reflective of the narrative in the quarterly reports and document in the ADHS Program Procedure Tool

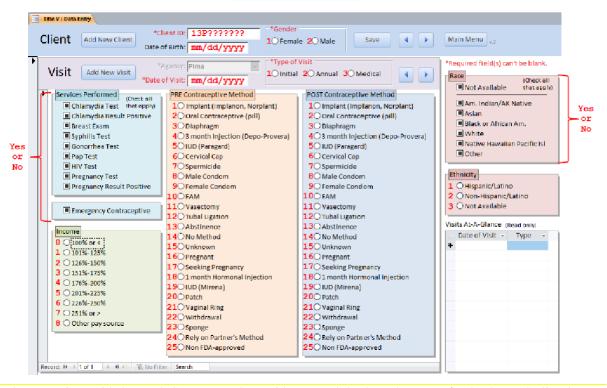
5.3 Monthly Performance Report Instructions

The Monthly Performance Report form is to be used to document encounters occurring during the calendar month. Documentation will be based on each individual client versus aggregate data. Here is what the Client and Visit key looks like:

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Client and Visit - KEY



This document is provided to each Contractor, along with an Excel database document for the data to be listed.

- A. Contractor will populate the 3 fields in the header with:
 - 1. Name of contractor
 - 2. Month reporting
 - 3. Date submitted to ADHS Family Planning Program Manager
- B. Complete the form as follows for each qualifying Title V funded client:
 Client ID number. (Column 1) This is an identification number assigned by the Contractor. No two clients may have the same client identification number. Client ID numbers must not exceed nine characters.
- C. Date of visit. (Column 2) Must be recorded as mm/dd/yyyy.
- D. Date of birth. (Column 3) Must be recorded as mm/dd/yyyy.
- E. Age. (Column 4) This column will self-populate with correct date of visit and date of birth.
- F. Type of visit. (Columns 5-7) Visit type #3 Medical captures all visits excluding initial follow-up, complaints, re-pap and/or follow ups, etc. Initial and annual visits will be unduplicated.



- G. Gender. (Column 8) Determined by observation or medical records.
- H. Race. (Columns 9-13) Based on Federal requirements; race is different than ethnicity.
- I. Ethnicity. (Columns 14-15) Ethnicity should be provided through client self- declaration not through observation.
- J. Income. (Columns 16-24) Record client's income, following the Federal Poverty Guidelines; update the income as necessary. Family size and monthly income are used to determine eligibility requirements for the Federal Poverty Level (FPL). The FPL is determined by the Federal Office of Management and Budget (OMB) and is revised annually. Contractors must stay current with OMB information regarding the FPL. The FPL was discussed earlier in this manual and the OMG website was provided.

When determining the client's income, the Contractor must:

- a. Determine the family size, which is the number of people in the client's household, including spouse, and any other dependents. If the client is less than 18 years of age, do not include parents or siblings. Include only the teen and any children the teen reports
- b. If the client is single use the total gross monthly household income (before taxes)
- c. If the client is married, use the amount of gross income (before taxes), including any spousal income
- d. If the client is a teen, include only the teen's income, not the parent's income
- e. If income varies, or is seasonal, use an average of the annual income, i.e., annual income divided by 12 months
- K. Services Provided. (Columns 25-33) Select all tests performed and record all positive results.
- L. Emergency Contraception. (Column 34)
- M. Pre Visit Contraceptive Method: (Columns 35-36) The method a client is using the majority of time prior to the visit. Post Visit Contraceptive Method: The method the client intends to use after the visit. Record both methods when possible using the contraceptive method coding numbers 1-26.

5.4 Quarterly Expenditure Report

Per the HPHC IGA, the Contractor shall submit a Quarterly Expenditure Report in a format approved by the Bureau of Women's and Children's Health (BWCH).

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5.5 Quarterly Expenditure Report Requirements

- A. The Quarterly Expenditure Report shall accurately reflect the Contractor's expenditures for each quarter (every three months). For the HPHC IGA, the quarters are: July-September, October-December, January-March, and April-June.
- B. The Quarterly Expenditure Report must be submitted to the Program Manager by the 30th of October, January, April, and July.

5.6 Contractor's Quarterly Expenditure Report Instructions

- A. The Quarterly Expenditure Report form is to be used to document expenditures for Title V Reproductive Health/Family Planning funds only.
- B. Complete the form as follows:
 - 1. Contract Number: Write in your contract number
 - 2. Contractor's Name: Write in your agency name
 - 3. Title of Program: Healthy People Healthy Communities IGA
 - 4. Reporting Period Covered: Quarterly Expenditure Reports are submitted after each quarter (every three months) of the year and are to report expenditures occurring during that period. For example, a report submitted for the quarter of January 2010 thru March 2010 would read, Reporting Period From 1/1/10 to 3/31/10.
 - 5. Contractor's Detailed Statement of Expenditures:
 - a. Budget: Next to each line item, e.g. Personnel Salaries, Professional and Outside, Travel Expenses, etc. write the dollar amount that was budgeted or planned for in the quarter
 - b. Prior Report Period Year to Date Expenditures: This amount is taken from the Total Year to Date Expenditures from the Contractor's Quarterly Expenditure Report from the previous quarter
 - c. Current Reporting Period Expenditures: Write the actual expenditures for each line item for the quarter
 - d. Total Year to Date Expenditures: Add the dollar amount in the Prior Report Period Year to Date Expenditures and the amount in the Current Reporting Period Expenditures. This amount is equal to the Total Year to Date Expenditures
 - 6. Signature of Authorized Person: The authorized person that completed or reviewed the report must sign and date the report

5.7 BWCH Program Manager's Role in Quarterly Expenditure Report Review

A. The Program Manager in BWCH will review all Quarterly Expenditure Reports when received and will compare expenditures budgeted for the quarter, actual expenditures, and contracted amounts.

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- B. The Contractor will be contacted to discuss any discrepancies found or for any expenditure concerns.
- C. If there are expenditure concerns, the Program Manager in BWCH and the Contractor will agree to a resolution.

5.8 Annual Report

The Contractor shall prepare an annual report that will summarize program activities.

5.9 Annual Report Requirements

- A. The Annual Report must be submitted within 45 days of the end of the contract year...
- B. A blank Annual Report template is provided to all County Contractors that are participating in the HPHC IGA.

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CHAPTER 6: BILLING

6.1 Contractor Reimbursement and Contractor's Expenditure Report (CER) Contractor reimbursement provisions and methods are specified in the Contractor's written contract agreement with the Arizona Department of Health Services. Reimbursement for services and any other program expenditures are made in accordance with these contract specifications, and upon approval of BWCH Program Manager.

The CER is a multi-purpose form for use by agencies that have a Negotiated Service Contract with the Arizona Department of Health Services. The CER must be completed, signed by an authorized person, and e-mailed to the Program Manager. It is the responsibility of the Chief Executive Officer/Health Officer/Authorized Signer of the reporting agency to insure valid representation of the agency's expenditures or units reported on Fixed Rate Contracts. Once satisfied, this person must sign and date the report.

6.2 Submission Requirements

Per the contractual language within the HPHC IGA, the contractor must submit a complete and accurate (CER) and narrative report (including all programs within the HPHC IGA), quarterly to the HPHC IGA Program Manager for payment for contracted services provided. For Family Planning specifically, the Contractor must submit the Family Planning Database Report for the ADHS Family Planning Program Manager by the 15th of each month. The CERs will be submitted with the other programs within the HPHC IGA quarterly. If there is an unavoidable delay in submission of any part of the report, the Contractor must notify the ADHS Family Planning Program Manager in a timely fashion.

6.3 Submission Location

Contractors are to submit the quarterly CER, supporting documentation, and the monthly Family Planning Database Reports to:

Physical Mail:

Attention: Family Planning Program Manager Arizona Department of Health Services Bureau of Women's and Children's Health 50 N. 18th Avenue, Suite 320

Phoenix, Arizona 85007-3242 Office Number: 602-364-3124

Preferably e-mail: alison.lucas@azdhs.gov

6.4 BWCH Program Manager's Role in CER Approval

- A. The BWCH Program Manager will review the CER and supporting documents for errors, or omissions
- B. The Contractor will be contacted to discuss any discrepancies found.

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- C. CER's not meeting specification may either be amended by the Contractor or by the BWCH Program Manager. If the CER is amended by the BWCH Program Manager, a copy of the amended document will be sent to the Contractor for their records.
- D. Partial or no payment of CER's submitted may be authorized by the Program Manager when:
 - 1. Deliverables are billed but not submitted
 - 2. Insufficient funds exist to fully reimburse the Contractor for services provided
 - 3. Reports and FP databases are blank or if they are not properly filled out (i.e. missing information, data, etc.)
- E. Once the BWCH Program Manager approves the CER, it will be forwarded for payment.

6.5 Supporting Documentation

The Contractor must maintain adequate supporting documentation to verify that units of service billed match units of service provided, and to verify that services were provided to eligible clients.

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CHAPTER 7: PROGRAM MONITORING AND EVALUATION

7.1 Annual Review

All Contractors shall have at least one compliance-based site visit at least every two years. This site visit is also referred to as the site review.

7.2 Multiple Sites

To the extent practical, annual reviews will include a visit to all Contractor site locations, if the Contractor is providing services at multiple sites.

7.3 Consultative Site Visit

In addition to the site review, additional consultative site visits will be conducted if Contractor performance or other circumstances deem it necessary.

7.4 Purpose of the Site Review:

- A. Compliance-based site visits are provided to ensure that services were delivered pursuant to the terms and conditions of the contract and in accordance with the Reproductive Health/Family Planning Program Policy and Procedure Manual.
- B. Other purposes for annual review include but are not limited to:
 - 1. Evaluation of State and Community Resource Utilization
 - 2. Investigation of areas in question
 - 3. Identification of strengths and accomplishments
 - 4. Identification of weaknesses or areas of needed focus
 - 5. Providing consultation and technical assistance
 - 6. Facilitation of communication between the Contractor and BWCH
 - 7. Follow-up on previous site visit findings

7.5 Review Guidelines

The review, which will take place at least every two years, will be conducted in accordance with the following guidelines:

A. Contractor Notification:

- 1. The ADHS Family Planning Program Manager will notify the Contractor of the scheduling of annual review site visits.
- 2. The ADHS Family Planning Program Manager will send an email to the Contractor which will:
 - a. Confirm the date and the time of the visit
 - b. Review the purpose of the visit
 - c. Identify the reviewer
 - d. Discuss activities to expect as part of the review process
 - e. Provide the Contractor with a copy of the site review monitoring tool(s)
- 3. The visit with the Contractor will be scheduled a minimum of 30 days in advance of the review. The reviewer will work with the Contractor as much as

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possible to assist in minimizing interruptions to the staff's normal workload during the course of the review.

B. Review Process

- 1. Contractors and Sub-contractors must cooperate fully with the reviewer during the review process by making records and information available, allowing interviews, and providing a tour of the facilities
- 2. The reviewer will hold an entrance interview to obtain a current overview of clinic operations, clarify the review process, meet staff, answer any questions, and discuss completion of corrective action from any past review
- 3. Examples of activities included in site visits may include, but are not limited to:
 - a. Review of Contractor Documentation
 - i. Any materials to be distributed to clients
 - ii. Medical records
 - iii. Management reports
 - iv. Job descriptions, personnel files, etc.
 - b. Meeting with or interviewing program personnel to discuss program successes and potential problems
 - c. Work unit observation
- 4. Exit Conference: The reviewer will provide feedback to the Contractor regarding preliminary findings, the Contractors will have the opportunity to clarify and provide any input they deem necessary

7.6 Annual Review Draft Report

- A. The Program Manager will write findings in a draft report and e-mail the draft with a cover letter to the Contractor for review and comment. The cover letter will include instructions for review of the draft report. The Contractor must respond to the draft report within fourteen (14) days of receipt.
- B. The ADHS Family Planning Program Manager will be available to provide technical assistance as needed.

7.7 Annual Review Final Report and Corrective Action

- A. Within (5) five days of receipt and review of the Contractor's comments, the Program Manager will prepare a final report. The final report will identify areas of strength and a request for a written plan of corrective action, if required. The final report will be sent with a cover letter that will include instructions for completion of the written plan of correction.
- B. The Contractor will prepare the plan of corrective action addressing each finding included in the current year's annual review. This plan must be returned within 14 days of receipt of the final report.

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- C. Once the written plan of corrective action has been reviewed and approved by the Program Manager, it will be included as part of the final report
- D. The final report will be maintained in the Program files for future review.

7.8 Failure to Comply

Concerns of compliance failure or major contract performance issues will be reported to the Procurement Administrator. The Procurement Administrator will notify the Contractor within (7) seven days of receipt of the concern regarding further recourse.

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CHAPTER 8: APPENDICES AND OPTIONAL DOCUMENTS

E		ARIZONA FAMILY	PLANNING PRO	GRAM ENCOU	NTER FORM
PATIENT	FHAMIS#	MR#	Date of Visit / /	Clinic Site	Visit Type
Ь	NAME: Last	First		Middle	
LAB	(-) (04) BP (01) WT (05) HGB/HCT (02) HT (06) Cholesterol	/ (08) ProTypeTypeType	Pregnancy Test	(09)VDRL (10)GC (11)Chlamydla	(12) Pap Smear (15) Wet Mount/Gram (22) Rubella Titre
SUBJECTIVE	ORAL CONTRACEPTIVE	GP	(Current Me EDUC.A (01)(02)(03)(04)(05)(06)(06)(06)(06)(06)(06)(06)(06)(07)	(1 - Verbal; 2 - Contraceptive (05) Pregnancy (10) Pregnancy (10) Pregnancy (10) Pregnancy (10) Pregnancy (10) Pregnancy (11) Nutrition (13) Smoking (14)	Media Assisted) 9)Infertility 0)Sterilization 1)Immunizations
	(00) Others; detail		(07) (08) (00) (CODE #)	_BSE (15 _Parental Involvement of Other	
		Partial Not Done	Conditions Found:	, ,	2. 3.
OBJECTIVE/ASSESSMENT/PLAN	PHYSICAL EXAM:Full	Comments)		ssessment)	
	SIGNATURE: RX#	RX D	(CODE #)	# PRESCR	DATE) #ISSUED
PHARMACY	RX # RX # RX #				
	Dispense as written	\$	ubstitution Permissible		
REFERRALS	For:For:		To:		Release Release Release
POST-COUNSELING	(04STD/Vaginitis (05)Emerg Comments: SIGNATURE/INITIALS	Post-Counseling (06) HPV Rx	e Insert/Instructions Given (COI	DE #)	od (D3)Drug/Allergies (DATE)Dlaphragmt.U.D. Other
Pa	tient's Next Visit: Date/Interval	Purpose: (92)□ A	nnual (81) 🗆 First S	upply (04) Follo	w-up (82) □ Other Supply
ADI	IS/MCH/Encounter/ (3/08) IPS 4819				

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				Add in County Name	
ARIZ	ONA F	AMILY	PLANNING PROGRAM CLIENT MEDICAL HISTORY		
NAME			DOB		
				# of Cigs per day	
			Date and detail all positive comments 0 = within Normal Limits 1 = Oth	er; See Detail	
YR 1	YR 2	YR3			
_	_	_	SKIN (Rashes, Lumps, Sores)		
_	_	_	HEAD (HA's, Migraines, Seizures)		
_	_	_	EYES (Glasses/Contacts, Visual Disturb)		
_	_	_	EARS (Hearing Disturb, Pain, Infection)		
_	_	_	NOSE, SINUS (Freq Colds, Hay Fever)		
_	_	_	MOUTH/THROAT (Sores, Pain)		
_	_	_	NECK (Lumps, Swollen Glands, Pain)		
_	_	_	BREASTS (BSE, Pain, Lumps, Discharge)		
			RESPIRATION (Asthma, TB, Infection)		
			CARDIAC (Hypertension, Heart Disease, High Cholesterol)		
			GASTRO-INTESTINAL (Digestive upsets, bowel problems, Liver/gallbladder disease)		
			URINARY (UTT's, Urinary Disorders)		
			REPRODUCTIVE (PID, STD, Vag. Inf., DES, Abn Pap)		
			MUSCULOSKELETAL (Pains, Cramps)		
			PERIPHERAL VASCULAR (Thrombophlebitis, Varicose veins)		
			NEUROLOGIC (Seizures, Fainting, Numbness, Tingling)		
			PSYCHIATRIC (Nervousness, depression)		
			ENDOCRINE (Diabetes, Thyroid disorders)		
			HEMATOLOGIC (Anemia, Bruising/Bleeding, Clotting disorders)		
			CANCER		
			OPERATIONS/HOSPITALIZATIONS/INGURIES		
_	_	_	IMMUNIZATIONS		
			SEX HISTORY		
$\overline{}$			<u> </u>		
		F = Fat	FAMILY HISTORY ther M = Mother PGM = Paternal Grandmother PGF = 1 MGM = Maternal Grandmother S = Sister B = Broth	Paternal Grandfather ser	
Di	abetes		Cholesterol Heart Disease Stroke	Hypertension	
	-	& REL_			
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Signatu			(CODE)	Date	
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El Cliente Del Programa De La Planificacion De La Familia De Arizona La Historia Medica

Nombre	La Fecha Del Nacimiento
Fecha (YR 1) Fecha Actualizado (YR 2)	Fecha Actualizado (YR 3)
Alergias a Medicinas Fumas	Mumere por Dia
Medicinas Actuales	
Fecha y Detalla Todos Comentarios Positivos 0=Dentro de Limites Normales	l=Otro, ve Detalle
YR1 YR2 YR3	
Dirija (dolores cabeza, migranas, ataquees)	
Ojos (gafas, contactos, alborotos visuales)	
Orejas (oyendo alborotos, dolor, infecciones)	
Nariz/Seno (frecuenta los frios, polinosis)	
La Boca/Garganta (llagas, el dolor)	
El Cuello (amontona, glandulas hinchadas, paing)	
Los Senos (auto examen mensual, dolor, amontona	, decarga)
Respiracion (asma, TB, infecciones)	
Cardiaco (hipertension, enfemedad cardiaca, choles	sterol alto)
Gastro-Intestinal (contratiempo digestivo, problem	as intestineos, higado/vesicula biliar
Urinario (las infecciones, desordenes)	
Reproductor (enfermedad inciatante pelvica, ETS, i	infecciones vaginales, manchas anormales de papilla
	sas)
	sintiendo hormagueo)
	sancenso normagueo)
El Endocrino (diabetes, desordenes de tiroides)	
	10)
Cancer	
Inmunizaciones	
Historia Del Sexo (la edad llego a ser activa/numer Los Comentarios (fecha pr favor todo comenta)	o de socios)
HISTORIA DE	LA FAMILIA
F = Padre M = Madre PGM = Abu MGM = Abuela Materna MGF = Abuelo Pat	ela Paternal PGF = Abuelo Paternal ternal S = Hermana B = Hermano
Diabetes Cholesterol Enfermeda	d CardiacaStrokeHipertension
Cancer (maquina y el pariente)	
Otro(especifique)	
Firma	Fecha
Firma	Fecha
Firma	Fecha

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ARIZONA DEPARTMENT OF HEALTH SERVICES - FAMILY PLANNING PROGRAM CLIENT REGISTRATION FORM - **ALL INFORMATION IS CONFIDENTIAL**

Date	of Visit: / /	Social Secu	ity Number/	/	Clinic Site:	
Personal Data: P	Please provide the follo	owing information.				
Last Name:	•	•	Middle Initial	Birth D	ate: <u>//</u>	
() Female ((F) () Male (M) ((Marital Status:) Never Married N) Married (M)) Divorced (D)) Living Together D) Separated (S)) Widowed (W)	() Black (B) () White (W)	() Yes (H) n () No	anic Prii Lar n (Puerto (?	mary nguage: _) English (01) _) Spanish (02) _) Other	Years of Education Completed:
Maiden Name:	Mother's	s Maiden Name:				
Residential Address:			APT#CITY	ZIP		
Mailing Address:			APT#CITY	ZIP		
Home #:()	W	ork #:(<u>)</u>	Cell Phone #:(<u>)</u>			_
Check all the ways weMail onlyHom	may contact you for Fore Phone	ollow-up: Work PhoneCell	PhoneMail or F	Phone		
Special Instructions/Oth	ner:					
In case of EMERGENC	:Y: Phone # (<u>)</u>	Relationship	:NAME (La	ıst, First)		_
What is your PRIMARY	work status? (please	check one)				
Unemploye	edWorking F	-ull-TimeWorking	Part-Time	Student /	Are you a:	
Seasonal Worker	Migrant W	/orkerNot	Seasonal or Migran	t Worker		
Have you seen a docto	r in the last 3 months?	Yes	No If yes, why?			
Who do you usually go None Name:	to for health care? () Doctor (Clinic ()	Other (_)

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If you are single, what is your total monthly income before taxes: OR If you are married, what is your total combined monthly income before taxes: \$ per month Number of people (including yourself) who are supported by this income: How many children have you given birth to? (Parity) FOR CLINIC USE ONLY FEE SCALE:
___No Fee__Partial Fee_Full FEDERAL ASSIGNED SOURCE OF PAYMENT: __Title XX __AHCCCS Private Insurance
Self GUIDELINE Title V Title X Other: Authorization: Are you enrolled in AHCCCS? Yes: AHCCCS ID #: No: Do you ANY have Health Insurance? Yes___No_ If Yes, does the insurance cover Family Planning services? Yes: No: bu hear about this Clinic?____Friend ____Family Member ____Flyer/Pamphlet _____Priend _____Flyer/Pamphlet _____Referred by other agency ____Flyer/Pamphlet How did you hear about this Clinic? Friend __I am a regular patient

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IGA2020-040	ATTACHMENT H
10/12020 010	FAMILY PLANNING POLICY & PROCEDURES MANUAL

HIPPA / Patient Rights ACKNOWLEDGEMENT

I acknowledge that I have been given the opportunity to view or receive a copy of the notice of Health Information Practices describing how medical information may be used and disclosed under the Health Insurance portability and Accountability Act (HIPAA), as well as a copy of Patient Rights.

Name	Date
Signature	_
	NCE DIRECTIVES R POWER OF ATTORNEY)
•	ve you may provide us with a copy. nformation on how you can obtain one.
PLEASE CHECK ONE OF THE FOL	LOWING STATEMENTS:
I have an ADVANCE DIRECTIVE (Livir	ng Will or Power of Attorney) for health care.
I do not have an ADVANCE DIRECTIV	E (Living will or Power of Attorney) for health care.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	ATTACHMENT H
10/12020 0 10	FAMILY PLANNING POLICY & PROCEDURES MANUAL

HIPPA RECONOCIMIENTO

aviso de Prácticas de Información de médica puede ser utilizada y divulga	oportunidad de ver o recibir una copia del E Salud que describe cómo su información da en virtud de la Ley de portabilidad y S (HIPAA), igualmente copia de los derechos
Nombre	Fecha
Firma	
	ONES POR ADELANTADO STAMENTO)
Si tiene una directiva avanzada pued Si no, podemos darle información so	·
POR FAVOR MARQUE UNA DE L	AS SIGUIENTES AFIRMACIONES:
YO tener una directriz antic salud.	ipada (Testamento) para el cuidado de la
No tengo una directriz antic	cipada (Testamento) para el cuidado de la
ME gustaría tener informac Avanzada.	ción sobre la obtención de una Directiva

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)	
IGA2020-040	ATTACHMENT H	
	FAMILY PLANNING POLICY & PROCEDURES MANUAL	

DOMESTIC/SEXUAL VIOLENCE SCREENING FORM

Completing this form is voluntary. You do not have to fill out this form to receive services. Anything you disclose, including your relationship with the person, who has abused you, will be kept confidential, with the exception of child abuse and neglect.

You may complete this form and request counseling services regardless of your gender, sexual orientation, or marital status. You do not have to have children or have left the abusive situation. You are not required to provide any information or details about the abusive situation to anyone before you are referred to see a counselor.

Are you in danger of a family member, your partner, or ex-partner doing any of the following to you?:

- Hitting, slapping, kicking, choking, or in any way hurting you physically?
- Isolating you, making you feel like a prisoner, or controlling what you can do?
- Threatening to harm you, your children, or someone close to you?
- Stalking you, following you, or checking up on you?
- Shaming or belittling you, constantly putting you down, or telling you that you are worthless?
- Forcing you to have sex, or into sexual acts that you do not want to participate in?
- Making you feel afraid?

YES: I would like to meet with a domestic/sexual violence case worker to discuss my situation.
YES: But I do not want to meet with anyone at this time.
NO: None of the situations described above apply to me or I do not wish to answer these questions at this time.
In signing this form I affirm that the information above is correct.
Signature

Revised 03/10/2020

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	ATTACHMENT H
16/12020 040	FAMILY PLANNING POLICY & PROCEDURES MANUAL

VOLUNTARY CONSENT FORM

I voluntarily agree to receive Family Planning services from the Graham County Health Department, and further state that I have not been coerced, forced, threatened with physical violence, or otherwise received any undue influence to compel me to receive these services.

I understand that as a part of the overall services, I may be expected to have a physical exam, as well as a Pap smear if deemed necessary by the medical provider. These services will be conducted either by clinicians on contract with, or staff of, the Graham County Health Department. I also agree to participate in any administrative or consultation process that may be necessary to provide the identified services.

I understand that Graham County Health Department provides a teaching environment to students in the health care field. If I have any questions or concerns about this I will speak to a nurse.

I understand that family planning services are available to all females aged 14 years or older regardless of marital status, sexual orientation, religious affiliation, race, ethnicity, or national origin. If I feel I have been discriminated against by any contractor or staff member of the Graham County Health Department I will speak with the Health Director.

I have received and read my Patient Bill of Rights.

l have	read	the	above	inform	nation	and	hereby	conse	nt to	and	authori	ize	the	staff	and	contracted	clinicians	of	the
Grahar	n Cou	nty l	Health	Depar	tment	to co	nduct th	ne iden	tified	l Fam	ily Plan	nin	g se	rvice	S.				

Signature of Client	Date
Signature of Witness	Date

Please Note: This is an example of language that can be used.

CONTRACT NUMBER

IGA2020-040

INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT H FAMILY PLANNING POLICY & PROCEDURES MANUAL

FORMULARIO DE CONSENTIMIENTO VOLUNTARIO

Estoy de acuerdo voluntariamente recibir servicios de planificación familiar del Departamento de salud del Condado y más estado que yo he no sido coaccionado, obligado, amenazados con violencia física, o de lo contrario recibe cualquier influencia indebida para obligarme a recibir estos servicios.
Entiendo que como parte de los servicios generales se espera tener un examen físico, así como una prueba de Papanicolaou o sangre dibuja si se considera necesario por el médico. Estos servicios se llevará a cabo por los médicos por contrato con, o de personal, el Departamento de salud del Condado. También estoy de acuerdo en participar en alguna administrativo o proceso de consultas que sea necesaria para proveer los servicios identificados.
Entiendo queGraham Departamento de Salud proporciona un entorno de enseñanza a los estudiantes en el campo de la salud. Si tengo alguna pregunta o inquietud acerca de esto voy a hablar con una enfermera.
Entiendo que servicios de planificación familiar están disponibles para todas las mujeres de 14 años de edad o mayores independientemente del estado civil, orientación sexual, afiliación religiosa, raza, etnia o nacionalidad de origen. Si siento que he sido discriminado por cualquier contratista o miembro del personal del Departamento de salud del Condado voy a hablar con el Director de salud.
Haber leído la información anterior y por la presente consiente y autorizar al personal y los médicos contratados del Departamento de salud del Condado para llevar a cabo los servicios de planificación familiar identificados.
Firma del cliente fecha
Firma del testigo fecha

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
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IGA2020-040	FAMILY PLANNING POLICY & PROCEDURES MANUAL

Optional Documents

Electronic copies of the following documents will be shared with each County: Consent for Birth

Control Patch
Consent for Birth Control Ring
Consent for Depo-Provera Consent for
NuvaRing
Consent for Oral Contraceptive ECP
Informed Consent

ARF-6215

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Chris Romiti, Facilities Director (Interim)

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Finance

Fiscal Year: 2020-2021 Budgeted?: Yes

Contract Dates 07-10-20 to 07-09-21 Grant?: No

Begin & End:

Matching No <u>Fund?:</u> Renewal

Requirement?:

<u>Information</u>

Request/Subject

Amendment No. 2 to Contract No. 120617 with CBI Security Service to provide continued security services for the Globe Courthouse and Payson Courthouse.

Background Information

At the July 10, 2018, Board of Supervisors' Regular Meeting, the Board approved Contract No. 120617 with CBI Security Service to provide armed security guards and to man the security equipment at the entrance to the Globe Courthouse and Payson Courthouse.

At the September 17, 2020, Board of Supervisors' Regular meeting, the Board approved Amendment No. 1 to Contract No. 120617 with CBI Security Service extending the term of the contract for one additional year, from July 10, 2019, to July 9, 2020.

Evaluation

The original term of service between Gila County and CBI Security Services Inc. was from 7-10-18 to 7-9-19. The County contracted with CBI Security Services, Inc. to provide armed guards at an annual cost of \$190,264.65. The contract was approved for an additional one-year term from 7-10-19 to 7-9-20 at a cost of \$190,264.65.

The existing term of service between Gila County and CBI Security Services, Inc. will expire on 7-9-20. Staff desires to extend the term of service for an additional year and increase the contract amount.

The service will provide two armed guards posted at the main entrance of each Courthouse, from 7:30 a.m. to 5:30 p.m., Monday – Friday to man the security equipment at the entrance the public will be utilizing, as well as to locker any weapons brought into the Courthouse by a member of the public. The annual cost to the County for armed security guard services was \$190,264.65 per year. Due to the minimum wage increase, CBI has requested an increase as CBI is currently absorbing the costs. The annual cost will come to \$201,500 annually. This annual cost does reflect the ten holidays the County facilities will not be open for business. The increased hourly rates are outlined on the attached notice from CBI.

Conclusion

Staff wishes to extend the term of service with CBI Security Services, Inc. for one year and increase the annual rate by \$11,235.35 for a total of \$201,500 to continuing providing security services to man the entrances of the County Courthouses in Globe and Payson.

Recommendation

The Facilities Director recommends that the Board of Supervisors extend the term of service for one year and increase the rate for CBI to continue providing security services for the Globe and Payson Courthouses in the amount of \$201,500 annually.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 2 to Contract No. 120617-Security Service for Globe Courthouse and Payson Courthouse with CBI Security Services, Inc. to extend the term of service for one year, from July 10, 2020 to July 9, 2021; and increase the annual rate by \$11,235.35 for a total of \$201,500. **(Chris Romiti)**

Attachments

Amendment No. 2 to Service Agreement No. 120617

<u> Attachment A-Rate Increase Letter</u>

Amendment No. 1 to Service Agreement No. 120617

Contract No. 120617-CBI Security Service



AMENDMENT NO. 2 to Service Agreement No. 120617

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROVIDE ARMED SECURITY SERVICES CBI SECURITY SERVICES

Effective July 10, 2018, Gila County and CBI Security Services entered into a contract whereby CBI Security Services would provide armed security services for the Globe Courthouse and Payson Courthouse for a period of one year at a cost of \$190,264.65.

Amendment No. 1 to Service Agreement No. 120617 was executed on September 17, 2019 to extend the term of the contract for an additional year, from July 10, 2019 to July 9, 2020, at an annual cost of \$190,264.65.

Service Agreement No. 120617 expires on July 9, 2020. Per the Special Terms and Conditions of Contract No. 120617, the contract term is for a one-year period, with the option to renew for three (3) one-year terms. Gila County wishes to extend the agreement between Gila County and CBI Security Services for an additional year, from July 10, 2020 to July 9, 2021.

Amendment No. 2 to Service Agreement No. 120617 will serve to extend the term of the contract for an additional year, from July 10, 2020 to July 9, 2021.

Additionally, Amendment No. 2 will serve to increase the dollar amount of the Amendment by Eleven Thousand Two Hundred Thirty-Five dollars and 35/100's (\$11,235.35) for a contract amount of not to exceed Two Hundred One Thousand, Five Hundred dollars and 00/100's (\$201,500.00) without prior written approval from the County.

All other terms, conditions and provisions of the original contract, shall remain the same and apply during the July 10, 2020 to July 9, 2021 contract term.

AMENDMENT NO. 2 to Service Agreement No. 120617

y of, 2020.
CBI SECURITY SERVICES:
LCC Q
Authorized Signature
<u>Kama Shmidd</u> Print Name

June 30, 2020

Gila County 1400 E. Ash Street Globe, AZ 85501

Re: Rate Increase

To Whom It May Concern,

We would like to thank you for being a loyal client. With another minimum wage increase, we have been absorbing all of the rising costs as well as any pay increases to our guards. Now we must request an increase from you, our valued customer. Effective August 1, 2020, your new bill rates will be:

Armed Security Officer Holiday*/Client Requested Overtime Rate \$20.15 \$30.22

\$201,500 annually (\$20.15 X 200 hours per week (100 hours at Globe and 100 hours at Payson) = \$4030 per week X 52 weeks = \$209,560 per year less 200 hours 10 holidays not worked)

*Holiday rates will be billed on the following recognized holidays if worked: New Year's Day, MLK Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

We are dedicated to keeping your rate as low as possible and providing you with excellent service. We appreciate your understanding and your loyalty.

Sincerely,

Kama Schmidt

Kama Schmidt General Manager





AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROVIDE ARMED SECURITY SERVICES CBI SECURITY SERVICES

Effective July 10, 2018, Gila County and CBI Security Services entered into a contract whereby CBI Security Services would provide armed security services for the Globe Courthouse and Payson Courthouse for a period of one year at a cost of \$190,264.65.

The initial one-year period expires on July 9, 2019. Per the Special Terms and Conditions of Contract No. 120617, the contract term is for a one-year period, with the option to renew for three (3) one-year terms. Gila County wishes to extend the agreement between Gila County and CBI Security Services for an additional year, from July 10, 2019 to July 9, 2020.

Amendment No. 1 will serve to extend the term of the contract for an additional year, from July 10, 2019 to July 9, 2020, at an annual cost of \$190,264.65.

All other terms, conditions and provisions of the original contract, shall remain the same and apply during the July 10, 2019 to July 9, 2020 contract term.

Woody Cline, Chairman, Board of Supervisors

ATTEST

Authorized Signature

Print Name

APPROVED AS TO FORM

The Gila County Attorney's Office

Marian Sheppard, Clerk of the Board

Security Service Globe Courthouse Payson Courthouse

RFP No. 120617

February 16, 2018, 3:00pm



CBI Security Service

3233 W. Peoria Avenue #203 Phoenix, AZ 85029 602-788-2241 602-788-1028 fax LIC #1555154

OUR HISTORY

In February 1994, the company was established as Confidential Background Investigations (dba CBI Security Service) providing background services to employers in need of investigations on their employees. In August 1995, CBI began providing physical security, mobile patrol and alarm response services.

In April of 2003, CBI partnered with Constable Services to form Court Transportation and Bailiff Services (CTB) now known as Court Security Services (CSS). The new company offered sworn deputy constables who provided prisoner transport, bailiff services as well as physical security. These businesses formed the basis of the company as it operates today.

We are not simply a contract security company. We are security specialists who cover all areas needed to maximize the protection of our customers' assets. Our employees exemplify the high standards of professionalism and dedication to duty that forms the basis of CBI's concept of operations.

EXECUTIVE SUMMARY

CBI Security Service (CBI) is very familiar with requirements of most every client type. As you review our proposal, we are sure you will recognize the excellent service that is available through our company.

CBI is a highly qualified and experienced security contractor. The company's first contract in 1994 was a municipality. Today, that same city in Salt Lake contracts all their security needs through CBI. We take great pride in knowing that our service can pass the test of time. In our 22 year history, CBI has been required to meet the most stringent and rigorous requirements from our clients. The company is able to meet these needs by understanding the specific expectations for each assignment we accept and then meeting or exceeding those expectations. CBI recognizes that you require top level professional officers to meet your exacting demands. CBI has many years and a great deal of experience in providing security services to a myriad of municipalities. We encourage you to contact our references. We are confident that you will find that CBI provides a superior service at an exceptional value.

In addition, CBI is also aware of the fiduciary responsibilities inherent to all government entities. CBI is that unique security contractor that is able to provide the level of service required, as well as able to provide that service at a cost significantly below most competitors. Our success in providing these cost savings is fairly simple. We have a flat management structure. Our business model is to provide resources to our line employees. As a result, we are able to reduce overhead costs.

CBI routinely provides municipalities that we currently work with additional officers on a short or long term basis depending on their needs and requirements. CBI is well suited to meet your requirements from a staffing and financial perspective. CBI assures you that all service and special assignments will be met in a timely basis within the timeframe required. As stated previously, please feel free to contact our references for specific service delivery benchmarks that CBI has been able to meet while working with other companies. We are confident that the services we have provided to the numerous clients we currently service will attest to our ability to meet this requirement.

The main contact for this project will be Kama Schmidt. Kama is the General Manager for CBI's Phoenix office. For more specific information about Kama, please refer to "Management Team" herein. CBI is a financially stable company that has never had to apply for court appointed protection from creditors. The company assures that the services requested are well within CBI's financial ability to provide.

CBI has a proprietary dispatch center that is available to our clients and employees24-7. In the event that you have a need to speak to someone from our management team during any time of the day or night, our dispatchers will be there to ensure that you speak to a live member of our management team.

CBI has a complete and comprehensive training program offered to all CBI security officers. The training program meets all State of Arizona training requirements. In addition, the company provides on-site or site specific training, as well as on-going training. CBI has its own training academy that designs specific training programs to meet the specific needs of each client. For more detailed information about CBI's training programs please see the Training section herein.

CBI has a comprehensive substance abuse, and screening program. Specifics of the program can be found herein.

CBI managerial controls run the full gambit from the hiring process to implementation of services. The company believes that client expectations must first be defined, and then measures must be implemented to ensure that "service delivery benchmarks" are achieved or exceeded. What differentiates CBI from all other contractors is our insistence on understanding what our clients' specific areas of concern is, and what their expectations are. Once we have a firm understanding of these expectations, we measure our success at meeting those expectation through our quality assurance program. This program is designed using our "service delivery" model. Simply stated, CBI doesn't just identify your expectations and critical service delivery benchmarks, but once identified, we measure our success in meeting these expectations. This quality assurance program helps CBI not only ensure we meet your expectations, but it gives us a tool to raise the bar even higher and exceed your expectations. For more information about CBI's "Quality Assurance Program", "Service Delivery" and "Quality Assurance". CBI ensures officer compliance to service expectations by having supervisors visit officers while on site. Site supervisors as well as Field Supervisors check on officers to help achieve the highest standards of client satisfaction and officer personnel satisfaction.

Conclusively, it is important to consider that CBI has been providing these services since 1994. The company is very familiar with the requested service and what is required to meet these needs. CBI is confident in our ability to meet the service requirements as described within the Solicitation.

MISSION STATEMENT

We Are First and Foremost a People Company

- We strive to grow by the advancement of our employees and the quality of service provided to our clients.
- We will continue to set the standard by which our competitors may measure their success and failures.
- In an industry that is highly fragmented, we will be whole, providing consistent, reliable, dependable, quality services to our clients, through the use of standardized training programs and performance measurements.
- We will lead by example, never to take advantage of the public trust that is given to those of us in this chosen profession.
- We will not compromise being the best to be the biggest.
- Our clients and employees will be our biggest fans.

WHY CBI?

• Ability to Complete Required Work

CBI Security and its affiliates have been providing armed and unarmed security services for over 23 years.

The partnerships we have built with our vendors make gearing up for any security request of any size smooth and seamless for our clients. Our resources for uniforms, vehicles, fuel and maintenance, advertising, training materials, programs and instructors, and communications service and equipment are all set to go at a moment's notice. Our financial stability gives us the ability to connect with additional suppliers that may be requested or required for special contracts or in emergency situations.

Quality Assurance

CBI will develop a Quality Assurance program that will be specific to your security needs. The Quality Assurance program will ensure that agreed upon operational standards are met, maintained, and ultimately exceeded. This will enable CBI and you to identify and develop quality improvement programs. Most importantly, the Quality Assurance program will provide measurable results, increased value and an excellent return on your security dollar investment.

CBI offers a pricing model based upon competitive employee wages and benefits.

CBI values its employees and makes a constant effort to provide good wages, a comprehensive medical benefit program, and many service recognition awards and incentives.

CBI is a wholly owned, U.S. based corporation.

Especially in these tough economic times, we are proud to be a company based in the United States of America – knowing that we are actively stimulating OUR economy.

RESOURCES

CBI is a financially sound, solely owned corporation, incorporated in the State of Utah. The company derives its income from the day to day operation of its Physical Security, Alarm/Patrol and Court Security operations. We are capable of meeting our financial responsibilities without additional funds from outside sources. However, the company has secured a substantial line of credit from a financial institute to assist in startup costs as the company continues to grow within the markets it operates in. We have also established efficient and effective national and local company partnerships to provide resources to suit our needs and the needs of our clients for cellular communications (Verizon), radios (Creative Communications), wands, uniforms and equipment (ACE Uniforms), automobiles (Sands Chevrolet, Peoria Hyundai), auto service, tires and parts (Big O Tires), golf cars (Cartz Partz), etc.

EMERGENCY SERVICES

The City of Glendale requested an additional 91 hours of security services per week to provide nightly mobile patrol to downtown Glendale throughout the Glendale Glitters season. At the same time, CBI Security Service was privileged to provide high profile security service for the City of Glendale such that the Police Commander entrusted CBI Security Service to relieve the Glendale Police Department Police Officers of 24/7 watch over a suspect in a police shooting at a local Phoenix hospital. CBI was able to respond to both requests within 24 hours. The suspect hospital patient was a unique situation in which not only were we at the mercy of the Police Commander with respect to their policies on custody, but we also were in constant communication with the local hospital security team abiding by their board security regulations.

CBI has also been called into emergency response during the Chevron pipeline leak into Red Butte Creek, UT. At the point in time when the leak was first discovered, CBI was requested to provide 24/7 security for the command post which within thirty-five (35) minutes a CBI Security Officer was on scene outside the City command post. Additionally, CBI has also responded to emergency calls for Discover Financial Services (including bomb threats and shootings) and Tesoro Refinery (refinery fires) to name a few.

SERVICE DELIVERY

CBI recognizes that quality is subject to the perception of our clients. As a service company, we know that quality must be developed with our clients' expectations in mind. Ultimately, what we do must help to deliver the results that our clients will value. Because of this philosophy, CBI assesses our service utilizing multiple factors shown below:

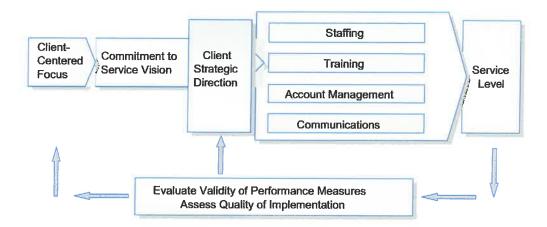


By balancing cost and service levels, CBI ensures that key client objectives are met. With this in mind, CBI develops performance measurements during the transition and service start-up that identify client-specific needs. We develop measurements that enable us to provide a quality service as defined by our clients. For example, typical categories of measurement can include:

- People performance / service level measures (e.g., personnel standards, records review, training requirements, retention rates, service satisfaction survey results, associate opinion survey results).
- Security Officer service measures (e.g., activity level measures for ingress/egress, badge and ID, control center, account management, patrol, property tracking and removal, keys/access cards, good housekeeping practices, incident reporting procedures, emergency procedures, response plans)
- Financial measures (e.g., cost saving initiative collection, critical post coverage expectations).

A clear trend in the marketplace is that corporate clients expect their service providers to be able to identify and apply performance measures that positively impact customer satisfaction. The Center for Applied Purchasing Studies found that **supplier performance measurement** ranked as the top priority in a survey of 300 of the Fortune 500 companies.

Within CBI, we have developed models to show how we manage service at the account level to totally satisfy our clients. The graph below visually depicts how we approach partnering with our clients as a provider of security services:



QUALITY ASSURANCE

CBI believes that in order to ensure adequate programs are in place to monitor and improve client satisfaction, we must first fully understand the needs of each individual client. CBI conducts an analysis at each client location prior to service.

The initial needs assessment segment is a preliminary survey. This survey assists in defining those areas that are important to the client and the relative importance of each area in CBI's service delivery process.

The second portion of this analysis consists of a formal meeting with the client and CBI management. These interviews are designed to elicit client feedback on the CBI

delivery processes, performance and how they relate to the client's specific needs and pre-established objectives. At the conclusion of this interview, the CBI management team has clearly defined the needs and objectives of the client and is in complete understanding of the client's service expectations.

CBI has developed a Client Service Evaluation that is used to rate a variety of the service delivery processes and, most importantly, to identify any operational issues. All items that receive a below average rating require the completion of an Action Plan by the CBI Manager. The Action Plan is then implemented to correct any noted areas that require improvement. A portion of the Client Service Evaluation review is dedicated to continuous improvement. The CBI Manager, in conjunction with his/her client contact, will jointly define security-related areas in which they can work together to improve. Involved individuals, methods utilized, target dates and completion dates are defined in this process.



CBI PERFORMANCE MEASUREMENTS

DATE:	

ACCOUNT: CLIENT:

DATE OF LAST REVIEW:

Any rating of 3 or below require an action plan

5	4	3	2		1
Excelle	entGood	Average	Poor	Bad	

1.	The officer's level of professionalism in carrying out their duties is:	5	4	3	2	1		
2.	The security officer's level of training is:			5	4	3	2	1
3.	The security officer's appearance is:			5	4	3	2	1
4.	The supervision of the security officers is:			5	4	3	2	1
5.	Management response by CBI is:			5	4	3	2	1
6.	CBI provides a level of service that is:			5	4	3	2	1

Client Comments:

Corrective actions are primarily monitored and measured through the use of the Client Action Plan and Client Service Evaluation tools described above. The Client Action Plan is the primary tool used with client input to identify the cause of any service gap. Typically, once any perceived gap is identified, it is then discussed with the local client contact. In addition, the regular Client Service Evaluation meeting may reveal areas for attention and follow up. By leading a discussion of any gap with the client, the local CBI Manager and client representative mutually develop the Client Action Plan. Progress with these action plans is tracked and measured. Continuous communications with the client to advise on progress of goals, seek input or advice, and review results are the primary monitoring activities. Following is an example of the Action Plan:

ACTION PLAN

CLIENT		DATE		
ISSUES				
1.				
2.				
3.				
4.				
5.				
6.				
ACTION PLAN				
STEPS:	DESCRIPTION:	BY WHOM:	BY WHEN:	
1.				
2.				
3.				
4.				
5.				
6.				
7.				
	CLIENT		СВІ	

TECHNOLOGY

Communications System

All key management employees are equipped with cellular telephones to ensure managers can be contacted twenty-four hours per day, 365 days per year. We maintain an on call duty roster to show the primary point of contact on any given day. Our twenty-four hour Dispatch Center is designed to handle calls from any of our employees or our client representatives. Subsequently, notifications to selected company officials and local law enforcement agencies are conducted if the situation so dictates.

Continuity Plan

The CBI corporate office located in Salt Lake City, Utah has a diesel powered backup generator. The generator was designed to ensure that CBI's critical functions are maintained during any emergency or disaster. In the event of a power outage the generator will automatically provide power to CBI's computer and communications equipment. This technology ensures that during times of natural disaster or civil unrest, CBI will be able to continue functioning and providing service when it is so critically needed.

Billing and Payroll System

CBI utilizes WinTeam, an industry-specific, fully integrated labor, financial and operations management system designed specifically for contract security firms. The advantage? All data is stored in one system, seamlessly transferred from one module to the next. There are no complicated interfaces to coordinate and customer support comes from one vendor.

The Personnel Scheduling application is the heart of the WinTeam management system. It allows us to schedule officers based on availability, qualifications and experience. After information from the schedule has been reviewed and approved, it is passed on seamlessly to the Accounts Receivable and Payroll Departments. This valuable feature eases the transition of information from Operations to Accounting, saving time and error in the billing and payroll processes.

Our system also has the capability to document any additional charges (i.e. temporary personnel, holiday, OT, etc.) on invoices.

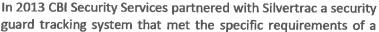
Security Officer Tour Confirmation System

CBI can verify security officer inspection performance through our Tour Confirmation System (TCS) for an additional cost.

The Tour Confirmation System (TCS) is utilized to prepare job site activity reports displaying the daily and historical results of:

- Security Officer Tours confirms that the officer performed the tour in the proper sequence and at the proper time.
- Security Officer Tour Durations tracks the amount of time it takes an officer to complete a given tour.
- Tour Deviation documents any unusual officer activity.

Once a tour is completed, the security officer returns the probe to a supervisor who downloads the information collected. The system provides instantaneous, real-time verification of post and tour checks (actual location) and a variety of reports.





high end security provider. CBI was not looking for an "off the shelf" system that had generic features that met the needs of companies specializing in providing "night watchmen". Instead, CBI was



looking for a system that met the demanding needs of our security conscious clients that were dealing with real world security concerns. CBI was looking for a system that had the capability of providing real time accountability and specific reporting capabilities.







Systems that were already on the market were designed to meet the needs of clients that were looking for basic reports and officer tracking features. CBI required a system that gave real-time officer locations and reporting capabilities that were customized to our client's needs. Such reports included trend analysis and email alerts in real time.

The system allows CBI to track officer's arrival and departure on site, as well as real time tracking of the officer's locations throughout their tour of duty. The system has multiple reporting features that allow for customized reports that meet the regulatory requirements of our diversified clientele.

The following is a brief listing of Secure Cores features:

• No software installation or updates required, completely web based.

- All data is secured and backed up
- Officers can quickly take photos on site with GPS photo-link technology
- Customized reporting
- Email PDF and MS word
- SMS text and email alerts customized to clients' needs
- Mobil apps for iOS and Android
- System integrates with CBI dispatch and scheduling software
- Firmware updates in a feature-rich GPS device
- Geo fencing capabilities
- QR code scans
- Local software developer ensuring quick turnaround on additional features to the system

TRANSITION

The transition process will be "seamless". You can be assured that if it is determined that upon contracting with CBI is in the best interest of your company, there will be no disruption to your current operation. To ensure no stone goes unturned, we will still follow the transition below to ensure complete client satisfaction.

Details of the transition program and the timetable for integrating our new security discipline into your facilities will vary, depending upon your specific needs. The CBI Transition Team will work with you to develop these specifics. Here is the outline of a typical program, implemented over a four-week time span: Four Weeks before we start, our team meets with you and your staff to prepare the formal plan. The team spends as much time as it takes to understand your exact requirements. In addition to the orientation of our management personnel to your site, we also review your security needs in detail so that a detailed officer instruction manual can be developed. This manual, commonly referred to as the "Site Post Orders", is an important element in the training of security officers. It also provides a comprehensive reference for each security post.







Three Weeks prior to the start, we begin the selection process for qualified security officers. Our Human Resources staff develops the selection criteria based upon the requirements of your security program. A wage and benefit package is designed to attract just the right kind of security officer to staff your facility.

Two Weeks before start-up, our Transition Management Team and field supervisors train on-site. They actually spend time on each shift and post at your facility in order to learn the specific duties.

One Week prior to commencement of service, we begin initial training for security officers to be assigned to your facility.

Members of our Transition Management Team follow up basic classroom instruction with training specifically related to your security program. Our staff utilizes the Post Orders developed for your site to provide detailed classroom orientation.

The final training phase is conducted at your facility. Normally our management, Field Supervisors and site managers provide on-the-job training for all personnel during the initial changeover. The exact duration is based upon the requirements of your site.

FUNCTION	TIME FRAME							
	Week	Week	Week	Week				
	1	2	3	4				
CONTRACT AWARD								
Transition Team Assigned	X							
Meeting with Client	X	X	Х	X				
Establish Lines of Communication	Х	Х	X	X				
Selection of Supervisor(s)			Х					
Recruiting of Security Personnel	Х	Х						
Pre-Employment Screening	Х	Х	Х					
Final Selection of Security Personnel			Х					
Review Existing Security Manual	Х							
Revise and Update Security Manual			X					
Finalize Training Program		Х						
Ordering of Uniforms and equipment		Х	Х					
Classroom Training Completed				Х				
Finalize Work Schedule				Х				
On-Site Training				Х				
Final Security Review				Х				
ACTUAL START-UP OF SERVICE				Х				

SERVICE CAPABILITIES

CBI Security provides tens of thousands of hours of contract security services each month. Our employees provide contract uniformed services in a variety of operational modes including: stationary posts, foot patrols, alarm station and access control point monitoring, roving vehicle patrols and fire hazards monitoring.

Specialized assignments range from: contracts specifically oriented to fire-fighting and fire watch through conventional power plant security, low-key special event/VIP security, and more specialized and specific security protocols that are industry specific such as healthcare, and security for sensitive government and production facilities.

Our officers undergo a standardized pre-employment screening program that features mandatory drug screening, criminal records checks, and verification of other personal information. They receive classroom orientation and field training in security and fire protection/prevention techniques appropriate to the nature of their particular jobs, and in safety, customer service and responsiveness to each customer's unique requirements.

MANAGEMENT TEAM

MR. ADAM KERBS CEO/OWNER

Mr. Kerbs has extensive experience in the entertainment security field; having provided executive protection to such recognized celebrities as, Bill Cosby, Carol Burnett, Della Reese and Muhammad Ali. Mr. Kerbs is a highly sought after Security Consultant to the entertainment industry. It is this recognized expertise that motivated the producers of the hit television series, "Touched By An Angel" to contract with CBI to be their exclusive security provider.

Mr. Kerbs has over 20 years of experience in the security field. It is his knowledge, expertise and vision that has directed CBI and has made CBI a regional security contractor with the infrastructure necessary to provide service offerings that meet the demanding needs of today's complex security environments.



Mr. Kerbs is the President, CEO and owner of CBI Security. He is in the office every day ensuring that the level of service provided meets his definition of "premier service delivery".

Mr. Kerbs makes himself available to both the clients and employees of CBI. Several of his most notable sayings are "No problem is too big or too small" and "If it's important to our employees or our clients, it is important to me."

MR. DEREK EVANS

SENIOR VICE PRESIDENT

Mr. Evans earned his Bachelor's of Science Degree from Brigham Young University in Justice Administration. Upon graduating, Mr. Evans began his career with an international security contractor where he was assigned to the Investigative Services division; he served as an operative in covert operations and a member of the Fraud Investigative team. Upon completing his final assignment, Mr. Evans began his career with Wells Fargo as an undercover Fraud Investigator and agent in covert operations.

For the next 16 years Mr. Evans worked in all areas of Physical Security including, Operations and



Sales/Marketing. He has over twenty five years of experience in the security field. He has been an Investigator and General Manager for both national and international security companies, as well as the Senior Security Consultant and Vice President of sales and marketing for the largest international security contractor in the world. Mr. Evans has expertise in all facets of security operations. He has earned numerous awards and accommodations. He is a recognized expert in physical security operations and protocols. His experience in designing effective security programs is well recognized. Today, many of the security procedures and protocols used by facilities that operate under regulatory security requirements and overseen

by Homeland Security were designed and implemented by Mr. Evans. Mr. Evans is a highly sought after executive with extensive knowledge of the security industry. His background and experience has helped CBI grow from a small local company into a large regional security contractor.

Mr. Evans is listed in the Presidential addition of Who's Who. His professional affiliations include (IAHSS) (International Association of Hospital Safety and Security and (ASIS) American Society of Industrial Security.

MS. KAMA SCHMIDT, General Manager

Ms. Schmidt joined the CBI Team in 2008. With an established office in Phoenix, AZ, Ms. Schmidt has complete oversight of the operations and administration for CBI Security Service in the state of Arizona. She, with the support of her supervisory team and the CBI corporate office, offers direction, provision and expertise, ensuring contract compliance while upholding that all expectations are exceeded for each client. Ms. Schmidt manages all security personnel and is vested in their success in turn creating a efficacious environment for our clients. CBI operates a proprietary Dispatch Center that is accessible to our clients and Security Officers 24 hours per day, 365 days per year, however Ms. Schmidt is readily available for all client and employee needs.



Prior to CBI Security, for over ten years, Ms. Schmidt was with one of the largest renowned regional security companies in the United States ending her tenure as the Vice President. Thus, through her security careers, training and education, her areas of knowledge and expertise include Customer Service, Project Management, Leadership/Management, Teamwork, Human Resources, Employee Training, Marketing, Scheduling and Dispatching of Employees, Data Synthesis and Analysis, Operations and

Administration. She is exceptionally structured but adapts effectively and efficiently in this every changing field. She contributes to breakthrough ideas by pushing the limits and thinking outside the box. She is resourceful, self-motivated, dependable, goal oriented and loyal to our company, clients and employees. She works hand in hand with top executives, managers, directors and owners of private and public corporate and government entities, has currently and/or previously held a myriad of levels of security clearances including with the Federal government.

With more than 20 years of professional corporate acumen and experience, Ms. Schmidt is an operational expert and is well versed in security management and service delivery protocols making her a great asset to CBI's management team.

Local Office/Management/Supervision

CBI has an established office in Phoenix, AZ. General Manager, Kama Schmidt, will oversee the entire contract. She, with the support of her supervisory team and the CBI corporate office, will offer direction, support and expertise, will ensure contract compliance, and will see that your expectations are exceeded throughout the contract term. Upon award of this contract, our Field Supervisors, in conjunction with the on-site supervisor will oversee the security personnel assigned to this site and act as an immediate contact for your needs

The organized system that allows for security officers to report any problems or suggestions they may have is the chain of command. This is supervision and management personnel. Depending on the scope and size of an account as well as single or multiple locations of the client, chain of command could go as follows:

- Security Officer
- Supervisor
- Assistant Account Manager
- Account Manager
- Field Supervisor
- The final level of direct supervision will be the General Manager.
- The schedulers, Field Supervisors, and General Manager have the authority to assign posts or change assignments, as necessary, to maintain customer service.

DAILY SECURITY OBJECTIVES

- All assigned personnel shall perform according to the specific objectives as part of their daily duties within the areas of general building security, social function security and individual location requirements.
- All officers will be able to greet visitors in a service-minded and friendly manner, while maintaining the high standards of confidentiality and security required by the client.
- All officers will be able to provide assistance and possibly escorts in or out of facilities or spaces within the facilities.
- All officers will be able to prevent unauthorized building or space use.
- All officers will be able to protect the safety of the client's employees and visitors.
- All officers will be able to prevent the client's property loss through theft, vandalism and fire.
- All officers will be able to ensure critical areas are secured.
- All officers will be able to enforce building security guidelines appropriately and accurately.
- All officers will be able to conduct routine exterior and interior patrols.

- All officers will be able to provide assistance in emergencies under your guidance.
- CBI Security Services will be able and willing to provide "value-added services" such as reporting maintenance issues or other safety and security situations.

CBI Security Services currently uses Lenel OnGuard Pro software for alarm and video monitoring at other sites that we provide security services. We are also familiar with DSX and Velocity systems. Approximately 50 of our security officers are familiar with these systems.

CBI Security Services utilizes many electronic reports. Some samples may be found herein under General Orders.

PERSONNEL EVALUATION

Once a potential employee has been recruited, they must complete CBI's pre-employment screening process. CBI has a very impressive employee screening program. All applicants are required to fill out an employment application at the office. Applicants are not allowed to take the application home. The reasoning is to ensure that applicants fill out the application themselves. This helps CBI's HR department assess the applicants writing skills. If the application is complete and meets CBI's requirements, the individual is set up with an appointment to interview with a member of CBI management. The interview process is designed to uncover any areas of weakness in the applicants work history or necessary skill level required for the assignment. If the interview process does not uncover anything that would prohibit the applicant from being employed, CBI will begin the screening process. This process includes a criminal background investigation, work verification, and personal reference checks; if this process has not identified any disqualifying factors, the applicant is asked to complete a drug screen. If the drug screen comes back negative, the individual will meet with a member of CBI Management and job assignments are discussed. During this meeting the applicant is once again evaluated by a member of CBI's management team. His/her talents, capabilities and education are assessed. If any issues with the applicants work history or personal references checks were discovered during the screening process, these questions will be addressed with the applicant during this meeting.

It is CBI's philosophy to not try and "fit a round peg in a square hole". Put simply, we are looking for the right individual with the right talents and skill sets to meet specific client needs and job requirements. If the applicant qualifications meet the requirements of a position we have available and no disqualifying factors were uncovered during the screening process, a job offer is made. If the applicant accepts, he/she is scheduled for a "New-Hire" training class.

Upon hire, a DMV report is run, E-Verify (I-9 verification) is conducted, and the employee's Arizona Guard Card is verified.

APPEARANCE AND BEHAVIOR

Appearance and conduct of CBI Security Services personnel is clearly outlined in new-hire training, the CBI Security Services Employee Handbook, and is constantly examined by on-site supervisors, random site inspections conducted by our Field Supervisors and managers.

Excerpt from CBI Security Services' Employee Handbook titled "Personal Appearance":

"In addition to a well maintained uniform, an important part of professional appearance is the security officer's personal grooming. This helps determine the level of respect commanded and the public's impression of CBI Security Services. The following minimum standards are therefore mandatory:

Hair:

Must be neatly cut and groomed.

- For men, must not extend past the shirt collar or cover the ears.
- For women, long hair should be combed away from the face and security for safety. Any hair accessory must be conservative and complimentary to the uniform.
- Hair sculpting or extreme hairstyles are not permitted.
- Extremes in dying, bleaching or tinting are not permitted, and when done must be in a natural color.

Facial Hair:

- All officers shall be cleanly shaven.
- A neatly trimmed mustache is permitted. Beards, goatees, handlebar mustaches, etc. are prohibited.
- Sideburns must be neatly trimmed and cannot extend below the bottom of the ear.

Personal Grooming:

- Women are permitted to use conservative makeup, as determined by a supervisor.
- Fingernails are to be kept clean and trimmed. Women may use nail polish in a conservative manner and color.
- Use of a deodorant or antiperspirant along with regular bathing is required due to the constant interaction with others.
- Cologne, aftershave and perfume are permitted only in minimal amounts.

Jewelry:

- All jewelry shall be conservative in nature and shall not detract from the appearance of the uniform.
- Only one ring per hand is permitted (a wedding band, engagement ring combination on the same finger is permitted), and it must be unreasonably large.
- Watches and tie clips are permitted, but bracelets (except Medic-alert bracelets) and chains are not.
- Women are permitted to wear one set of post-style earrings. Men are not permitted to wear earrings.
- No other visible rings or jewelry are permitted on the body (tongue, brow, nose, etc.).
- Tattoos should be covered if practical.
- As with all personal property brought into the workplace, the employee is responsible for the loss or damage of such item.

Other Items:

- Hats are not permitted except where issued as part of the uniform.
- Eyeglasses are to be conservative in style. Sunglasses are only permitted while on outside
 duty during sunny weather and only when they do not interfere with the duties of
 observation and detection.
- All footwear shall be clean, in good repair and polished when applicable."

Excerpt from CBI Security Services' Employee Handbook titled "What CBI Security Services Expects from You": "CBI Security Services needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your duties and how to perform them promptly, correctly and pleasantly. Secondly, we expect you to cooperate with management and your fellow employees to maintain a good

team attitude. How you interact with fellow employees and those whom CBI Security Services serves, and how you accept direction, can affect the success of your work site. The performance of one work site can impact the entire service offered by CBI Security Services. Consequently, you have an important assignment: perform every task to the very best of your ability and you are encouraged to grasp opportunities for personal development."

UNIFORMS

Since a primary duties of a security officer is to act as a visual deterrent to criminal activity, the uniform serves as one of the most important tools in maintaining this deterrent effect, along with being alert and practicing the required grooming standards.

Uniforms are supplied by CBI Security Services as they are the primary means to identify the security officer as being a representative of CBI Security Services.

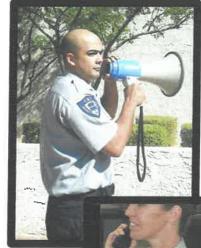
Uniforms will be issued with instructions on use.

Because uniform appearance is of critical importance, the following shall be observed:

- Only uniforms, leather, badges, insignias, jackets, or other items approved by CBI Security Services shall be worn on duty.
- A tie shall be worn at all times with the uniform as required at specific job locations.
- The uniform shall be maintained by employee in a clean and pressed manner. Uniforms that are damaged or in any way not presentable, shall be turned in for replacement immediately.
- Shoes or boots shall be black, plain, skid resistant, round toe with composition sole and heel.
- The uniform shall be worn at all times when the security officer is on the job site. The officer shall arrive in full uniform and shall not remove any part of the uniform until the shift has concluded.



- No part of this uniform shall be worn with any civilian clothing. The uniform shall not be worn during off duty hours, except for the time immediately before or after the officer's assigned shift, traveling to and from the work site.
- Shirts worn under the uniform, which are



visible, shall be white only.

DRUG-FREE WORKPLACE

CBI Security Services has a standard of conduct which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by its employees. CBI Security Services will impose disciplinary actions on employees found violating this policy ranging from educational and rehabilitation efforts up to and including termination of employment. Any employee who unlawfully possesses, uses, or distributes illicit drugs will be referred to the appropriate law enforcement agency(s).

It is the goal of CBI Security Services to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, we have adopted the following policies:

- 1. The unlawful manufacturing, possession, distribution, or use of controlled substances is prohibited in the workplace.
- 2. Employees who violate this policy are subject to corrective or disciplinary action as deemed appropriate, up to including termination.
- 3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, the Human Resource Department of any criminal drug status conviction they receive.
- 4. If an employee receives such a conviction, CBI Security Services shall take the appropriate action.
- 5. CBI Security Services provides information about drug counseling and treatment.
- 6. CBI Security Services reserves the right to search and inspect for the maintenance of a safe workplace.
- 7. CBI Security Services reserves the right to randomly test for drugs and/or alcohol at any time with or without cause. Any employee testing "positive" for the presence of illicit drugs and/or alcohol while on duty will be immediately terminated.

PHOTO IDs

CBI Security Services Identification (ID) cards are issued to all employees. The ID card enables the employee to identify him/herself to clients, other employees, local and state authorities, and to the general public. It is required that the security officers visibly wear their ID card at all times while on duty

GUARD CARD

All CBI Security Services security personnel employed to work in the State of Arizona are required to have on their person at all times while on duty a current Guard Card issued by the Arizona Department of Public Safety.

LANGUAGE

All CBI Security Services employees must be able to fluently read, write, speak and understand the English language.

BENEFITS

- **Uniforms** CBI furnishes all employees with the necessary quantity of uniforms to ensure a professional appearance.
- Vacation All security officers accrue vacation time with CBI Security.
- Holiday Pay All employees scheduled to work on specified holidays will receive holiday pay for all hours actually worked.
- Sick Pay CBI will offer sick pay in accordance with Arizona State law effective July 2017.
- **Group Insurance Program** CBI offers all of our full-time employees a comprehensive, quality insurance program to include medical through Health EZ.
- Military, Military Reserves or National Guard Leave CBI grants Military Leave in accordance with Federal law.
- Medical Family Leave CBI grants medical and family leave in accordance with Federal and State laws
- Bereavement Leave Three days of leave with pay is given to full-time employees for bereavement of the employee's spouse, child, parent or domestic partner.

SERVICE AWARD PROGRAM

Wall of Honor

CBI recognizes that the company is only as good as the officers that represent them. We believe that our officers' excellent work should be recognized and celebrated. The service recognition program was instituted at the conception of CBI. Members of senior management recognize that the services our officers provide are oftentimes overlooked by our customers and by us. We hope, at least in a small way, that the recognition programs that we have instituted will help to demonstrate our appreciation to all the members of the CBI team.

The following awards are to recognize the officer's commitment to CBI, our clients and the security industry. In order to qualify for any of these awards, the officer must meet the criteria that is established for each award, and the officer must also be participating in CBI's elective training programs.

Presidential Award

CBI has a Presidential Award Program to provide special recognition to employees that have achieved a high level of performance in any area or have performed exceptionally well during a specific incident. The special award is presented to the recipient by CBI Senior Management to include \$200, a certificate, as well as an individual and displayed plaque in our CBI office.



Officer of the Month

All CBI employees are eligible to receive

recognition for their service as a Security Officer of the Month who receives a gift certificate, a lapel pin and a certificate of recognition. All Officers of the Month are eligible to win the Security Officer of the Year award.

Officer / Supervisor of the Year Award

All CBI employees are eligible to receive recognition for outstanding performance through the CBI Security Officer and Supervisor of the Year programs. Winners receive \$100 cash and a plaque.

Silver V Cross Award

Officers that are recognized for providing the highest level of service to our clients are eligible to win the Silver V Cross Award. This highly coveted award recognizes outstanding service to our clients and the community. The winner receives \$300, a watch and a plaque recognizing their outstanding contribution to CBI and our clients.



Service Recognition Insignia

CBI recognizes that our success has been based on the dedication and service of our employees. We also recognize that these committed men and women have chosen to work with CBI because we recognize their contribution to our company. In recognition of our officers' tenure with CBI,



after one year we present officers with a year of service pin indicating their years of service to our customers and CBI. At the completion of their 5th year of service, CBI presents them with a 5-year pin.

OFFICER APPRECIATION

We realize that our officers are what truly differentiate CBI from our competitors. The Owners of CBI and its Senior

Management are committed to recognizing the exceptional service that they provide to our clients. We believe that in many ways it is the "simple things" that say the most. It is for this reason that CBI dedicates one day a quarter to the recognition of our officers. This recognition may come by way of a breakfast or lunch that is served at the CBI branch office. The event is held throughout the day starting early in the morning and continuing until the evening hours. All CBI officers are invited to drop by the office and share in the friendship and fun.



Officers are often

surprised to see that either one of the owners or a member of CBI management is cooking at the grill or barbeque. As the owners of CBI are fond of saying, "This is our opportunity to serve our officers." This statement sums up the philosophy of the owners of CBI. They insist that all members of management realize that they were hired to support our field officers. This support can be as simple as working out a work schedule to help meet the needs of an officer or correcting a payroll error quickly. Whatever the issue is, it is important to the owners of CBI that management do all that they can to support the efforts of our officers.



CBI Company Parties

CBI has two annual parties per year. One is at Christmas and the other is in the summer. These parties



are CBI's way of letting all employees know how much we appreciate their hard work and their commitment to CBI and our clients. The officers are encouraged to bring their families to these parties. We realize that families play an important part in the happiness and wellbeing of our employees. We want our employees and their families to know that we appreciate the sacrifices they make. The company parties are just one small way in which CBI says "thank you" to our employees and their families.

Unlike many security contractors, CBI company parties include all employees of CBI. The company owners do not believe in having company parties that only include administrative staff. It is the practice of the owners to include field personnel and management staff in social gatherings. They feel that by doing so, a sense of teamwork is developed among all levels of the employee base. CBI was built on the philosophy that the company is a family and no one member of the family is more important than any other. The company parties are instrumental in helping CBI retain field officers. In a small way, these parties help officers understand that the company recognizes that they are the cornerstone of CBI and that they are the key to our success.



CBI's officer tenure is between 2 to 5 years. In the contract security industry, this is an impressive statistic. Where most contract security companies are able to retain officers 6 months to 1 year, CBI has been successful in retaining our officers for a much longer period of time. We believe that the officer recognition programs and the social gatherings play a large part in helping us to retain our officers.

CBI's Holiday Tradition

Because the contract guard industry is a 7 day a week, 24 hour a day industry, many officers are required to work on holidays such

as Christmas and Thanksgiving. Many of these officers miss out on their Thanksgiving or Christmas meal. At CBI's inception back in 1994, the late Greg ValDez and Adam Kerbs, the

At CBI's inception back in 1994, the late Greg ValDez and Adam Kerbs, the owners of CBI, were working at client sites on these holidays. They recognized the sacrifice necessary to run a successful security business. However, it did not make missing the holiday meals any easier to accept. Once CBI grew to the point where Adam and Greg no longer had to work at their clients' sites, they still remembered the feelings of being left out on the holidays. It was then that CBI created the holiday tradition of delivering a hot meal to all officers that had to work on Thanksgiving. This tradition is just one of the many ways that CBI has differentiated itself from our competitors. We believe that it is not enough to say that we care about your employees. The proof is in your actions. CBI's holiday tradition of delivering hot meals to officer that work on Thanksgiving is one of the actions that the owners of CBI have taken.



Community Service

CBI Security owes a great debt of gratitude to the communities in which we operate. In discussing how CBI might be able to pay back these communities for their support, the owners of CBI realized that our greatest service comes in the way of community protection and safety. With this idea, CBI created our "Three Squared" Child Protection Program. The Three Squared program covers the three D's of child safety, Danger, Discussion and Direction. The program was designed to educated children and their parents on the Dangers of child abduction. It encourages parents to discuss these dangers with their children. And, it is designed to help give children Direction to avoid becoming a victim of child abduction.





The program was implemented in 2007. Members of the CBI management team go out to local schools and community groups where they take the fingerprints of the children. They also collect a DNA sample and place it in an air tight container. The fingerprints and the DNA sample are put into a package along with the fingerprints, a child identification card and a current picture. The children are given this packet and told to give it to their parents. The packet also includes literature on child abduction and how to educate your children to avoid becoming a victim of this insidious crime. If the unthinkable occurred and one of these children is

abducted, the parents will have all the information needed to help identify their child to the police which helps in their investigation.

Since its inception, CBI has provided this service to twenty different schools and community organizations. It is our hope, that in some small way, CBI has made a difference for the good in those communities in which we operate. We are grateful to all of our friends that have helped to make the CBI Three Squared program such a success.

TRAINING

A. PRE-HIRE TRAINING

The state of Arizona requires (8) hours of pre-employment training for security officers to receive their license from the state. However, CBI goes above and beyond that!

Classroom Training

This training is conducted prior to any personnel being assigned to any job position. Our training program consists of interactive videos, workbooks and small group classroom instructions and is in accordance with State Statutes. Written tests are administered after each segment to determine the retention level of the material and learning objectives. Successful completion is required before assignment to any client location. Initial training consists of:

- Asset Protection and Security
- Human and Public Relations
- Report Writing
- Communications
- Patrol and Fixed Posts
- Physical Security and Crime Prevention
- Fire Protection and Life Safety
- Criminal Law and Criminal Liability
- Civil Law and Civil Liability
- Ethics, Deportment and Professional Conduct
- Investigations
- Emergency Situations

The second half of the "New Hire" training program introduces the officer to more advanced security subjects and includes site specific training. CBI management believes that providing officers with site

specific classroom instruction prior to their first day of work produces an officer that is "ready for work" when they arrive at our clients' facilities. Any questions about responsibilities can then be addressed and the officer is not showing up to work on his/her first day with no knowledge about his/her site responsibilities. Officers will also receive "On-Site" training to ensure a complete understanding of the responsibilities and duties that they are expected to perform. CBI believes an officer that is trained in site specific duties prior to being placed on site will be more effective because they will already be familiar with the responsibilities and will be prepared to ask more insightful questions while going through the training at their assigned facility.



B. TRAINING MANUAL

Reference Library

For over ten years CBI has developed a comprehensive reference library. The reference materials are available to officers and clients of CBI and address numerous topics. CBI management uses these reference materials to develop custom training programs that address specific topics. The following is the typical procedure used in developing a customized training program for a CBI client.

- Step 1: Client or CBI management has identified an area in which the officers assigned to a facility need specific training.
- Step 2: A meeting between the client and CBI's Security Consultant may be arranged (preferable – if client agrees).
- Step 3: The CBI Consultant identifies topics to be addressed and client specific requirements
 that the training will accomplish. This meeting will also identify the type of training program
 to be developed, i.e. classroom, home study, etc.
- Step 4: Once the type of training is defined and the type of program is decided, a time frame for the implementation and completions of the training is established.
- Step 5: The CBI consultant develops the training program and may review the program with the client to ensure it meets the needs and goals that were identified in Step 3.
- Step 6: The Training program is put into effect.
- Step 7: A follow up meeting is held with the CBI Consultant and the client to ensure that the training achieved the goals as outlined in Step 3.

There is no cost to the client for the design and implementation of training programs and materials. If officers are required to meet in a classroom setting, and the training is in addition to the standard training agreed upon between CBI and the client, there will be an hourly cost for the officer(s)' time in the classroom. Officer training time is always billed at CBI's cost. There are no additional fees included. CBI's cost is the officers hourly pay rate plus PT&I.

An additional "value added service" that CBI provides, is the design of safety and security programs for our clients and their employees. CBI will design one training program for our clients annually. CBI will also make their training facility available to our clients at no cost.

The following is a sampling of added value training topics/lessons available to clients and officers:

- Effective Report Writing
- What is Observing and Reporting
- Interviewing Techniques
- Traffic Control
- Crowd Control
- Securities Role in Labor Disputes
- Public Relations
- · Patrol Techniques
- Personal Safety
- Safety Awareness
- Legal Authority
- Proper Use of Radios, Ten Codes
- Defensive Driving Techniques
- Fire Watch and Fire Prevention
- First Aid/CPR and AED
- Conflict Management
- The Do's and Don'ts of Event Security
- IAHSS Training
- High Rise Security
- Courthouse Security
- Retail Security

- Residential Security
- Construction Site Security
- Parking Lot Security and Valet Services
- Physical Fitness
- Use of Force
- Bomb Threats
- Emergency Procedures and Evacuation
- Security and Police Liaison
- Surveillance Techniques
- Professionalism and Ethics
- HAZMAT
- Security Officers and Terrorism
- Drug Awareness Training
- Contract and Proprietary Security
- The Do's and Don'ts of Controlling Ingress and Egress
- Understanding the U.S. Legal System
- Elements of a Good Physical Security Program
- Public Relations

C. TRAINING FACILITIES

CBI conducts training at the Phoenix office. On-site training is provided to the security personnel assigned to your site by CBI supervisory personnel. This training is conducted so that all personnel will be familiar with their respective job responsibilities and be able to administer them in a professional manner. CBI places a strong emphasis on proper on-site training. The performance of security officers, while on duty, is a vital part of insuring that our customers' security requirements are met on an on-going basis.

All on-site training is accomplished through the development and implementation of the site post instructions. The post instructions are the "Standard Operating Procedures" (SOP) for the site. The specific procedures to be included in the post instructions are identified by CBI and our client. Once these procedures are identified, CBI combines the site information with standard operating procedures for all CBI personnel that are assigned to similar sites. The combination of the site SOP and CBI's SOP is what ultimately becomes the Site Post Orders. Once CBI management has developed the Site Post Orders, a copy is given to our client for their review. If any corrections are necessary, CBI management will make them. The newly created Site Post Orders are then placed at the site. A copy is given to the client and another copy is maintained at the CBI office. Officers assigned to the site are trained using the Site Post Orders. Once training of the officers is completed, a test is given to ensure retention of the information.

Any officer that does not pass with a score of 75% or better is required to repeat the training. If any officer fails to obtain a score of 75% or better on the second test, they are removed from the site and may be placed at a facility that will better suit their abilities.

Officers assigned to any CBI site have an obligation, as well as a requirement, to understand the duties of that site. In addition to formal testing, CBI requires Field Supervisors to randomly check on the officers assigned to different sites. During these inspections, officers may be subjected to scenario based testing as well as a review of their knowledge of the Site Post Orders. Any deficiencies are noted and the officer is required to go through additional training to eliminate the deficiency.

CBI believes that officers that are well trained and know what is expected of them make better employees and inevitably better people. It is CBI's belief that an employee's commitment to their employer is directly related to the employer's commitment to the employee. The investment in time, money and resources necessary to ensure an employee is well trained is extensive and often expensive. However the dividends for this investment are a higher performing officer and a labor force that recognizes the commitment of their employer to their successes. It has been CBI's experience that officer turnover is greatly reduced when officers are well trained and understand exactly what is expected of them.

D. HAZMAT TRAINING/OTHER HEALTH AND SAFETY TRAINING

CBI's on-going training covers numerous topics that are designed to meet specific needs of the officers in the field and client specific requirements. We also offer a Federal Emergency Management Agency (FEMA) certification program. This certification program is designed by FEMA and administered by CBI. At the completion of the FEMA training officers receive a certification from FEMA. The program is designed to train officers to react professionally to emergency situations. It is the goal of CBI to ensure that officers employed by CBI know how to mitigate loss of life and damage to property due to a natural or man-made disaster.

The following is a small sample of some of the topics covered in CBI's Health and Safety Training program: HAZMAT, Bomb Threats, First Aid, CPR and AED, Safety Awareness. For a more complete list of topics covered in this training program please refer to the pages to follow.

E. CONTINUING EDUCATION

CBI offers a broad scope of training topics available to each CBI officer. The officer may choose subjects he/she is interested in as well as be given specific trainings based on the site assigned or progressive proficiency in particular subjects. Our non-inclusive list includes:

X-ray
Handheld Magnetometer
Walk-through Magnetometer
Baton Certification
Handcuff Certification
Asset Protection and Security
Human and Public Relations
Report Writing
Communications

Patrol and Fixed Posts
Physical Security and Crime Prevention
Fire Protection and Life Safety
Criminal Law and Criminal Liability
Civil Law and Civil Liability
Ethics, Deportment and Professional Conduct
Investigations
Emergency Situations
Effective Report Writing

What is Observing and Reporting

Interviewing Techniques

Traffic Control
Crowd Control

Securities Role in Labor Disputes

Public Relations Patrol Techniques Personal Safety Safety Awareness Legal Authority

Proper Use of Radios, Ten Codes Defensive Driving Techniques Fire Watch and Fire Prevention

First Aid/CPR and AED Conflict Management

The Do's and Don'ts of Event Security

IAHSS Training
High Rise Security
Courthouse Security
Retail Security
Residential Security

Construction Site Security

Parking Lot Security and Valet Services

Physical Fitness Use of Force Bomb Threats

Emergency Procedures and Evacuation

Security and Police Liaison Surveillance Techniques Professionalism and Ethics

HAZMAT

Security Officers and Terrorism

Drug Awareness Training

Contract and Proprietary Security

The Do's and Don'ts of Controlling Ingress and

Egress

Understanding the U.S. Legal System

Elements of a Good Physical Security Program

Public Relations
Supervisory Training

FEMA Terrorism

F. ADVANCED TRAINING

Certified Officer Training Program

CBI management believes that opportunity for advancement and promotion is critical to officer job satisfaction. One of the ways CBI provides officers with promotional opportunities is through a new training and development program that was developed in 2006. Once an officer has completed the required CBI training programs, they have the opportunity to advance to the next level. Currently CBI offers 3 advanced levels. Each level requires that the officer complete between 9 and 18 hours of elective course study. This training is offered on an on-going basis. Because of the unique nature of the security industry, not all officers are available to meet for training opportunities on a specific day or time, thus schedule for the training is worked around officers working schedule. This enables all officers to participate no matter what shift or days they work. Training is accomplished through the use of a classroom instructor, training materials, and assignments that are completed at home and returned to the instructor for review and evaluation. Once the officer completes the third level they become a Certified Officer within the CBI organization.

All Certified Officers are required to complete 12 hours a year of elective course study to maintain their certification. As officers complete each of the levels they become eligible for advancement within the organization. The senior management of CBI believes that officer compensation should be related to officer performance and their willingness to further themselves. It is our belief that officer compensation should not be solely contingent on the officers "length of time" with the company. CBI encourages self-improvement and personal progression. We believe in rewarding the individual who is willing to meet challenges and overcome obstacles. The company has designed the officer certification program to give motivated members of the CBI team goals to reach. Once they have achieved these goals we believe in fair compensation. This is a vital part of CBI's "Career Path" program for their employees.

Officers have the option to test out of any course. If the officer passes any courses final exam with a grade of 75% or above, they are given credit for the completion of that course.

The courses in Level I are designed to ensure that officer possess or obtain basic skills in reading, writing, and mathematics and are capable of passing a basic physical fitness test.

A. Level I

Course		Course Description	Unit Hours
Basic Skills	Writing	Officers learn basics writing skills such as punctuation, sentence structure and spelling.	3
Basic M	ath Skills	This course is designed to familiarize the officer with basic math skills such as addition, multiplication, subtraction, fractions and percentages.	3
Basic Skills	Reading	Officers will be tested on their level of reading and comprehension. The course is designed to address any inadequacies in the individuals reading skills and help to improve the basic skill.	3
Basic Fitness	Physical	This course is designed to measure the officer's level of fitness and to introduce activities that will help improve any area of weakness. Basic nutrition is also addressed in this program.	2

Upon successful completion of Level I, officers can continue on to the next level of the certification process. In Level II officers are required to master basic computer skills. In a technologically advanced society, the need to have officers with computer skills continues to increase. Level II training is designed to provide CBI officers with these basic skills. As in level one, any officer can take the final exam and test out of any course with a passing score of 75% or above. The following table is a brief course outline of Level II.

B. Level II

Course	Course Description	Unit
		Hours
Basic Typing	Officers learn basic typing skills such as hand and finger placement. Upon completion of this course officers will pass a typing test with a speed of 30 words a minute and three or less errors.	3
Computer Literacy	Introduces officers to hardware, software, information systems and the roll computers play in the security field.	3
Basic Word Processing and Spread Sheets	Officers learn basic word processing programs such as Microsoft Word and basic spreadsheet programs such as Microsoft Excel.	3
Basic First Aid/ CPR and AED	Officers learn basic First Aid, CPR and the use of defibulaters.	1

Physical Fitness	Officer's level of fitness is assessed and a program is	2
	developed to help them achieve a level of fitness that	
	will enable them to perform security duties. Officers	
	will also learn about basic nutrition.	

Upon the successful completion of Level II, officers can continue to Level III. Upon the successful completion of Levels I, II and III, the officer becomes a Certified Security Officer. Certified Officers are in high demand and are assigned to the more demanding and technically challenging assignments. Level III officers are compensated at a higher rate of pay than officers that have not completed the certification program. Officers at a Level III are also the first officers that are considered for a promotion or transfer into the Patrol or Bailiff Service division of CBI.

C. Level III

Course	Course Description	Unit Hours
Core Communication Skills	Officers will learn to communicate effectively through the use of verbal and non-verbal communication techniques.	3
The One Minute Manager	The program is designed using proven techniques outlined in the national best selling book, <u>The One Minute Manager</u> . Upon completion of the course, officers will have a good understanding of the skills necessary to become an effective Manager.	3
Conducting employee reviews and performance evaluations	At the completion of this course, the officer will know how to perform a proper employee performance evaluation. He/she will know the do's and dont's of employee counseling.	3
Sexual Harassment	The course is designed to help the officer to identify the different forms of sexual harassment, the proper procedure for dealing with sexual harassment claims and specific guidelines for counseling employees.	2
Discrimination & Affirmative Action	The course is designed to help the officer recognize discrimination in the workplace. It teaches the officer about civil rights and gives a brief history of how civil rights legislation became law and why it was needed.	2
Violence in the work place	This course is designed to show the officer the prevalence of violence in the workplace. What are some of the major causes of violence in the workplace. How to reduce the risk of becoming a victim of violence in the workplace. How to recognize situations that could potentially result in violence in the workplace. How to reduce the potential for violent situations to occur in the workplace.	3
Physical Fitness	The program is designed to help the officer achieve a level of physical fitness which is appropriate for	2

his/her age and health. Nutrition is also discussed and	
the importance of nutrition to a healthy life style.	

Level III is designed to prepare officers to take on a supervisory or management position. Emphasis is placed on appropriate communication skills and proven management techniques. Upon completion of Level III, the officer should have a good understanding of the responsibilities and skills necessary to promote into a supervisory position. All officers that become certified are then eligible for a promotion. Any officer that is promoted into a supervisory role must complete the Supervisory Training Program. For more specific information on the training program for supervisors please refer to the section of the proposal titled "Supervisor Training".

Once an officer has completed each level, he/she receives a ribbon that indicates what level of certification they have completed. Level I is represented by a red ribbon. Level II is represented by a blue ribbon. Level III is represented by a green ribbon. The ribbons are held in place by a ribbon holder, which is worn on the left hand breast of the officer's uniform.

Supervisor Training

Our policies require supervisory training for all personnel selected for promotion. A variety of Supervisory Training Programs have been developed by CBI, such as <u>Sharpening the Skills of Security Supervisors</u>. This program is given in separate, four to eight-hour blocks of instruction and consists of four modules.

- Your Role as Supervisor employee motivations, two sets of assumptions (Theory X and Y) about work and workers, twelve factors influencing supervisory style, the balance between task and people (managerial grid), and action planning.
- <u>Interacting with Others</u> analyzing aim, bias, and climate...ours and theirs (the ABCs), using
 probes effectively, the three-step planning process for major planned interactions, and four
 dimensions of response style.
- <u>Training the New Employee</u> behavior (performance) as knowledge, attitudes, and skills, setting the learning contract (entering and terminal behavior), applying the micro model and the macro model, eight learning principles applied.
- <u>Interpreting What You Hear</u> ten listening guidelines, inference and assumption, three major barriers to be overcome, characteristics of good and poor listeners, organizing for retention, using questions and summaries to test for understanding.
- <u>The Problem Solving Process</u> a six-step procedure to state the goals and standards, describe the problem circumstances, identify the most likely root causes, explore alternative actions, apply tests and select and implement the best plan.
- <u>Persuading and Influencing Others</u> finding a meeting ground (their needs and your needs), converting facts and features to outcomes and benefits, dealing with objections and barriers, testing for agreement, documenting who will do what and by when.

Each module stands on its own and is selected for use as needed to enhance the skills of supervisors. All supervisors are required to complete training programs designed to increase their level of understanding and their ability to successfully manage others. Supervisory personnel include all Site Supervisors, Account Managers and Field Supervisors. Training is conducted at CBI's training facility. Course instruction includes an instructor, training materials and test to ensure the level of comprehension of the material presented.

G. STATE-CERTIFICATION TRAINING

At a minimum, CBI's initial state required training consists of at least eight hours of training on Class/Company Orientation, Criminal Law and Laws of Arrest, Uniform and Grooming, Communications, Use of Force, General Security Guard Procedures, Crime Scene Preservation and First Response, Ethics, and Emergency Response Procedures.

Renewal classes consist of a myriad of subjects tailored by personal interest or improved proficiency. Please see **E. Continuing Education** supra.

H. FAMILIARITY OF HOMELAND SECURITY REFERENCES

CBI's terrorist training curriculum was developed by CBI's Executive Vice President Jim Cross. Mr. Cross is a former Special Agent and Supervisor with the FBI. For more specific information on Mr. Cross and his 23 year career with the FBI please refer to section one of the proposal titled "Why CBI" subsection titled "Management Plan".

CBI currently provides security for several facilities which have been designated by Homeland Security as terrorist targets and "Critical Infrastructures". These facilities include refineries, airports and power plants. All officers assigned to any facility deemed a critical infrastructure or terrorist target are offered CBI's terrorist training program. Following are short excerpts from the training program and course outlines.

- Excerpt "All disasters are essentially local. There is no such thing as a Homeland Security Department disaster or an FBI disaster; there is only New York City, Los Angeles, Chicago, or even Phoenix disasters. If we are to be successful in developing a more productive antiterrorist environment, the private security sector needs to change their client culture from one of mere security awareness or knowledge to that of security ownership and responsibility."
- Terrorism Overview-This course introduces the subject of terrorism and defines the term. It
 explores the current terrorist threat in the United States and highlights unique aspects of
 "terrorist" criminals as opposed to the typical offenders that Security Officers normally encounter.
 The reasons why terrorists present a greater and broader threat today than in the past are also
 described.
- Special Interest/Anarchist Groups- This course explores the development of animal rights and ecological terrorism and the impact of the criminal anarchist movement. It also provides detailed information on the realities of eco-terrorism from a security perspective.
 - Excerpt "In combating terrorism, why is the role of private security so important? Given that today's battlefront is on America's homeland, the police are the frontline troops in this war. However, they are not alone in this effort, as private security assumes a greater role in safety, prevention, and preventing the misuse of proprietary assets. In fact, security is often at the scene when the police arrive."

- Officer Safety and Terrorism- This presentation is designed to decrease officer vulnerability and increase officer safety. The course provides real case studies of incidents in which CBI officers encountered suspected terrorist activities. High risk and ambush techniques are also discussed.
- Anti-Terrorism Workshop for Security Professionals- A 4 hour module designed to provide terrorism awareness training to the Security Professional. Course topics are tailored to the specific concerns of Security officers and include terrorism indicators, domestic and international terrorist/extremist groups, violent radicalization, and officer safety issues.

Excerpt-"In the United States, private security outnumbers pubic police at a ratio of three to one. 85% of the nation's infrastructure is owned and operated by the private sector; the Unites States increasingly relies on privately owned security companies to safe guard the nation's economy, security, and well being."

 Preventing Terrorism Through Impostor Detection and Fraudulent ID Training- This course provides an understanding of how criminals and terrorists use fraudulent I.D.

SUPERVISION

A. SITE SUPERVISION

The supervision of officers is "key" to a successful operation. All CBI Supervisors complete the CBI Supervisor Training Program. Supervisors are trained in specific job functions for accounts they are assigned to oversee. They receive instruction on CBI Policy and Procedures as well as specific policies and procedures for the client sites that they are to supervise.

Supervision of the security personnel is critical in providing a quality security program. CBI believes that supervision is one of the defining features that distinguish us from our competitors. Many contract security companies lack after-hours supervision. CBI's Field Supervisors are there to respond immediately to all issues that may arise as well as conduct site inspections of our security officers.

CBI knows that in order to provide the client with peace of mind and the officer with a sense of belonging, we must provide experienced, dedicated and trained supervisors. All supervisors go through a complete supervisory training program that consists of six modules. The supervisory training is explained in detail under the training section of this proposal.

All CBI Field Supervisors are in constant contact with our 24-hour dispatch and our security officers in the field. One of the truly distinguishing features of CBI is our ability to communicate with our officers and the officers' ability to communicate with us around the clock.

The Field Supervisor's main responsibility is to check on our customers' facilities and ensure that the officers are safe and alert. They also confirm the security officer is performing the duties as outlined in the Site Post Orders, is in full and complete uniform and is conducting themselves in a professional manner while projecting the image necessary to ensure the safety and security of our clients, their employees, visitors, and property. CBI Field Supervisors will visit your site regularly and conduct unannounced site checks ensuring quality service is being delivered.

CBI management does not believe in promoting an individual to the position of Supervisor without giving them the tools and the skills necessary to succeed in this position. It is for this reason that all individuals interested in becoming a Supervisor must first complete the CBI Supervisory Training program. This program is offered to all officers interested in advancing into a Supervisory role. Officers that have completed the program are then given the first opportunity to apply for supervisory positions as they become available.

In order to retain excellent officers, it is important to motivate them with opportunities for advancement. It is for this reason that CBI has an officer mentoring program as part of their "Career Path" initiative. This program allows field officers to work alongside seasoned Supervisors and learn the techniques and skills that have made them successful Supervisors. Any Supervisor that is being considered for a promotion into a management position or a supervisory position with additional responsibilities is required to have mentored an officer to take their place. CBI has found that the mentoring program has been very effective in motivating field officers to progress within the security profession. The program has helped to reduce officer turnover and eliminates mediocrity and officer apathy. This program has also helped to ensure that Supervisors that are promoted are replaced by officers trained and qualified to take their place. Again, it is CBI policy not to promote any Supervisor that has not prepared an officer to replace him/her through the mentoring program.

When you partner with CBI, you can rest assured that all issues that require management response will be dealt with in a quick and professional manner.

B. EMPLOYEE EVALUATION REPORTS

An inspection and evaluation is conducted each time a supervisor visits a security officer. CBI holds the officer to the utmost standards in the areas of appearance and post knowledge. Please see the "Supervisor Inspection Checklist" sample below. These forms are returned to the local CBI office maintained in each individual's personnel file.

Additionally, at least annually, a "Performance Evaluation Report" is completed and reviewed individually with each security officer. Please see the report below. Our evaluation reviews factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, etc. They are intended to help employees become aware of their progress, areas for improvement, and objectives/goals for future work performance.

CBI S	ecurity Performan	ce Evaluation i	Report	
Location Date	Officer	Supervisor	Evaluation Period	ţo.
Attendance: Number of call offs Nu	mber of times late			
Ability to handle situations without supervision		Notes:		
Ability to work with others		Notes:		
Appearance		Notes:		
Dependability		Notes:		
Performs duties in a professional manner		Notes:		
Performs duties as outlined in Post Orders and Po	licies	Notes:		
Respect for client and client policy		Notes:		
Respect for supervisor		Notes:		
Communication - Written		Notes:		
Communication - Verbal		Notes:		
Ability to follow directions given by supervisor/clie	ent T	Notes:		
Attitude		Notes:		
Leadership		Notes:		
Willingness to cover shifts		Notes:		
Overall performance		Notes:		
Were previous goals met		Notes:		
Officer Comments:				
Supervisor Comments:				
Officer Signature: Date:	Supervi	sor Signature:	Daje:	
SECURITY SERVICES			chi O2:	

GENERAL ORDERS

Each CBI Security Services site is equipped with a Post Order Book. The Post Order Book contains general information as well as site specific information necessary for the officer to conduct his/her job properly. The Post Order Book contains (at a minimum):

- 1. CBI Security Services Mission Statement
- 2. CBI Security Services Employee Handbook
- 3. Site Specific General Orders/Post Orders (the instructions of the duties of the post)
- 4. Time Sheets:

Job Site Job # Week of	-0	Lisses #1555154 Time Sheet						Page of		
Print Name & Employee #	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total Hours	Employee Signature	Superviso
In										
Out										- 1
Lunch		1]		
Hours										
In								1 1		
Out	_							4 1		
Lainch Hours	_					-		- I		
In	-	_						-		
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Lunch	1	_	_			_		1 1		- 1
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5. Daily Activity Report

Daily Activity Report

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Lic. 1355154

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6. Pass On Log

Pass On Log

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PASSAST PROPERTY

Site			valuar feedre Lic. 1855154
Date	Time	Security Officer Name	Pass On
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7. Incident Report:

Incident Report Form

DATE	WANGAN BANK	FTHEWE	and town it			NAME (F	(1) (3) (3) (1) (5) (5) (5)							PAGE 1 of 1
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REPORTED BY (FIRST & LAST NAME)			MANAGER	NAS	AME PHONE				REPORTED TO					
POLICE DEPA	HIMENT	NOTIFIED	FIR	E DEPARTME	NT N	OTIFIED	EN	ERGE	ICY I	MEDICAL	NOTIFIED	SE	CUAITY N	NOTHER D
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SUBJECT WITNES	Charles Color	8			DE	PARTMEN	П		W	NAGER			WORK	PHONE
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Note: Incident report to be complete by individual as soon as possible and given to their manager no later than I business day. Manager forwards incident report as soon as possible, after review, to CBI local office no later than I business day.

Confidential

8. Weekly Officer Schedules

9. Bomb Threat Procedures

Other forms may be included depending on site such as:

1. Patrol Vehicle Inspection Report

CBI Security Service Patrol Vehicle Inspection Sheet

Deller Inno.	/	Start Mileage :	End Mileage:
Walk around vehicle damage or you will b	e responsible for all ite	nior damage/issues and inspect in ms not reported. Please note the	terior of vehicle, be sure to note below any uel level at the beginning of your shift.
	2		
accept this vehic	cle and confirm that	it is in good operating condi	ion and free from any damage tha
Date/Time:	/	Start Mileage :	End Mileage:
accept this vehic	in and confirm that		
as not already be late/Time:	een reported above	it is in good operating condit . Driver: Start Mileage:	ion and free from any damage that End Mileage:
ias not already bo Date/Time: Valk around vehicle :	een reported above / and check for any exter	. Driver: Start Mileage: stor damage/issues and inspect into	End Mileage:
ias not already be cate/Time:	een reported above / and check for any exter presponsible for all item le and confirm that	. Driver: Start Mileage: ior damage/issues and inspect into as not reported. Note:	ion and free from any damage that End Mileage: erior of vehicle, be sure to note below any ion and free from any damage that
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2. Visitor Log

CBI Security Service Visitor Log

	Date	Time in	Visitor Name (First and Lett on 60)	Person/Dept. Visiting	Approved By	Time Out
1						
2						
3						
4						
5						
5						
7						
8						
9						
0						
1						
2						
3						
4						
5						
6						
7						
8						
9						
0						
6 7 8 9						
3						
3						

3. Random Vehicle Inspection Log

Random Vehicle Inspection Log



Date	Time	Vehicle Make	Vehicle Model	License Plate #	Pass (V)	**Comments
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A minimum of three (3) Vehicle inspections are to be conducted during each shift every day. CBI Security does not touch vehicle or contents (please see Post Orders for additional instructions). All product leaving the site functioning IT), must have proper paperwork. If the driver does not have the paperwork, they must be turned around to retrieve it (this is to marked as a *X in the Poss/Fail and requires a **Comment as to action taken including employee/driver name, supervisor contacted, incident report, etc.).

TURNOVER

CBI, like any other company in the security industry, is challenged with extraordinary turnover. However, CBI places extremely high focus on retention. CBI has built an exceptional reputation; our officers are constantly recommending CBI for employment opportunities to their family, friends, and to anyone who inquires. Those that are looking for a great working environment find their way and remain at CBI. Our officers continually express their gratitude for their assigned posts, the clients they interact with, and the CBI management team. In fact, we have officers that have been with CBI since we opened our doors in Arizona.

Our armed guards in Arizona have been with CBI Security Service since the start of the client contract dating back to 2011 with 0% turnover rate in Arizona. Our management turnover rate is little to none: Adam Kerbs, President, has been with the company since inception of 22 years. Jayson Cooper 18 years. Lorraine Kapp 17 years. Derek Evans 13 years. Kama Schmidt 8 years. Jake Setzer 11 years. Mike Busch 10 years.

SCALABILITY

CBI continues to specialize in providing contract security officers to large scale entities. Our company is familiar with the unique needs of these facilities. Currently, CBI provides this type of service to the State of Arizona and Salt Lake City Utah. Additionally, CBI provides security services to the City of Phoenix, the Glendale Courthouse, and the City of Casa Grande. Locally, we also provide contract security services to General Dynamics, Kroger (Fry's), and numerous other entities throughout Arizona.

Our management, training, supervision and security officers are top-notch making CBI highly recommended. In fact, it is through the Glendale Courthouse that we are now contracted to provide full-time armed security to the City of Chandler, full-time armed security to the Town of Paradise Valley and full-time unarmed security to the City of Casa Grande. The City of Chandler then recommended CBI to the Chandler Courthouse in which we delivered outstanding temporary security/screener services. Additionally, the City of Glendale recommended CBI to Fannie Mae in which we shined during their temporary services at their event held at the Glendale Civic Center last year. It is because of our strong partnerships, colossal commitment and hasty responsiveness to our clients that we receive continuous referrals.

We are capable of meeting your current needs and any additional needs that may arise during the term of the contract. Not only are we experts at permanent sites, we have developed a unique approach to providing temporary and emergency on-call services which ensures service delivery as required. In fact, CBI was a major contractor during the 2002 Winter Olympics. During the Olympics, CBI was tasked with the responsibility of providing security officers at events that required in excess of one hundred (100) additional officers. CBI's program for recruiting and hiring officers for special events worked particularly well during the Olympics. Additionally, CBI successfully provided event, temporary, and/or emergency security for the Fiesta Bowl, Superbowl in Arizona, the Glendale Fire Station build, the Glendale Utilities and Water Department, as well as services for the Glendale Adult Center, Media Center, Sahuaro Ranch, Community Center, and the Civic Center.

Most recently, the State of Arizona contacted our company to take over 5 buildings throughout the Valley (305+ weekly man hours of security) for the Department of Child Safety. Within days, and through the

holiday season, CBI was able to meet with each location manager, hire the appropriate armed security personnel and transition seamlessly for our client.

OTHER CONSIDERATIONS

CBI Security does not take exception to anything in the RFP.

SUSTAINABILITY!

Even though CBI does not have a written Environmental Policy, over the years CBI has made a conscious decision to do its part in minimizing its footprint on the environment.

CBI has replaced 90% of their vehicles with vehicles that get 30+ miles to the gallon. This replacement of vehicles helps to reduce the operation cost of these vehicles and helps reduce CBI's consumption of fuel that is not renewable.

Our newest replacement was in April 2010 when CBI Security purchased a 2010 Hyundai Tucson. This vehicle features an eco-friendly engine and 31 MPG on the highway among other "green" and safety attributes. This vehicle was also built in a plant in which no waste ends up in the landfill and most of the interior of the vehicle is made up of recycled materials.

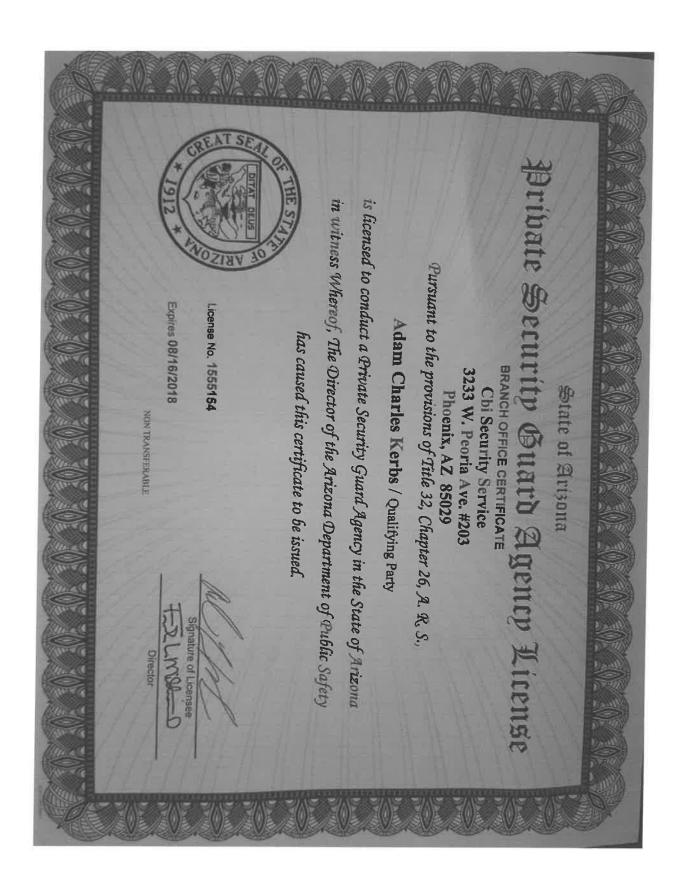


With our transition to Paylocity payroll services we are able to cut down on the use of paper products by utilizing direct deposit as well as utilizing Paylocity's web-site to electronically view pay stubs, change personal tax status and receive W-2's, etc.

CBI also makes a conscious effort to utilize scanning and/or e-mailing capabilities rather than faxing and/or mailing to save paper.

Finally, CBI also has recycling receptacles throughout its offices in which aluminum and paper are currently recycled.





REFERENCES

City of Phoenix Mr. James Zwerg James.zwerg@phoenix.gov 2625 S. 19th Avenue Phoenix, AZ 602-370-7639

Kroger

Mr. Dennis Herndon Regional Logistics Manager Dennis.herndon@frysfood.com 500 S. 99th AVE. Tolleson, AZ 85353 623-936-2442

Paradise Valley Municipal Court Ms. Janette Wiesenhofer Jwiesenhofer@paradisevalleyaz.gov 6517 E. Lincoln Drive Paradise Valley, AZ 85253 480-404-7000

Glendale City Court Chris Phelps Court Administrator cphelps@glendaleaz.com 5711 West Glendale Ave. Glendale, AZ 85301 623-930-2452









GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS NO. 120617

SECURITY SERVICE FOR GLOBE COURTHOUSE AND PAYSON COURTHOUSE

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS Tim R. Humphrey, Chairman Woody Kline, Vice Chairman Tommie C. Martin, Member

COUNTY MANAGER
James Menlove

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for armed security services at the Globe Courthouse and Payson Courthouse.

At a minimum, the Contractor and assigned security personnel shall be licensed and registered with the Arizona Department of Public Safety in accordance with A.R.S. 32, Chapter 26 and all applicable Arizona Department of Public Safety rules and regulations for security guard agencies and employees.

ARMED security guard personnel assigned to the County shall meet the following requirements:

- 1. Capable of providing security guard services awarded for the full term of the contract;
- 2. Successfully complete the required firearms training per Arizona Revised Statute, A.R. S., Title 32, Chapter 26;
- 3. Not be a prohibited possessor as defined in section A.R.S. 13-3101 or as described in Section 18 United States Code 922;
- 4. Not have been convicted of any crime involving domestic violence as defined in Section A.R.S. 13-3601;
- 5. Not use shotguns or rifles under this contract unless specifically requested in a task order by the County;
- 6. Carry firearms at all times while on duty; at no time is the firearm to be concealed;
- 7. Have in possession a valid firearm permit;
- 8. Not store weapons on any County premises unless required by the County and stated in a task order;
- 9. Operates weapons lockers as per County policy;

Requirements:

- 1. Control access through public entrance doors;
- 2. Be mentally alert and void of any serious hearing impairment;
- 3. Possess good visual capacity required to perform all required security functions;
- 4. Be a minimum of twenty-one (21) years of age;
- 5. Possess either a High School degree or GED;
- 6. Graduate of a certified security officer/guard training program per Arizona Revised Statutes Title 32, Chapter 26;
- 7. Not have any felony convictions;
- 8. Not have a military dishonorable or undesirable discharge;
- 9. Be literate in the English language (able to read, write, and speak and understand clearly);
- 10. Possess a current First Aid and CPR certification cards;
- 11. Consent to successfully complete additional training as required;
- 12. Successfully passed a pre-employment FBI background check;
- 13. Have had no convictions for felonies or any crimes involving moral turpitude or illegal use or possession of a dangerous weapon;
- 14. Have in their possession, while on duty, an identification card in compliance with the Arizona Revised Statute 32-2633;
- 15. Once properly trained, able to operate the Magnetometer and x-ray equipment to screen visitors and employees for weapons and other contraband;
- 16. Use of handheld wand magnetometers to screen visitors and employees for weapons and other contraband. Occasionally performing package searches.
- 17. Perform other general security duties in accordance with written and oral instructions issued by Gila County;
- 18. Be in good physical condition and capable of performing all assigned duties to include, but not limited to: Standing and or walking during entire assigned shift, occasional climbing of stairs and/or ladders, occasional lifting or carrying of objects weighing up to 50 pounds, occasional running short distance

(Minimum of one mile), using when necessary, self-defense in order to protect themselves as well as the County staff from both armed and unarmed attacks;

19. Not allow unauthorized personnel into any restricted areas;

Additional Requirements:

Contractor Employees

- The Contractor shall provide mentally alert and physically capable, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The County may require that the Contractor remove from the job any employees whose continued employment under this contract is inconsistent with the interest of the County.
- 2. Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours.

General Duties

- 1. Notify Gila County in the event of an unscheduled absence to enable alternative coverage of the duty circuit:
- 2. Perform duties in a professional manner at all times;
- 3. Be courteous and respectful to the public and County staff at all times being firm only when necessary;
- 4. Not be required to take any form of physical and verbal abuse. Will report any incidences to Gila County authorized designee through a written account at the end of the shift;
- 5. Report any situation not able to handle to the Supervisor. The Supervisor will remain available for support as needed;
- 6. Ensure all breaks are taken on the facility grounds. Leaving the facility will result in a request for employee to be replaced;
- 7. Cover assigned posts at all times;
- 8. During duty hours maintain control of premises entry/exit;
- 9. Perform other general security duties in accordance with written and oral instructions issued by Gila County

Response Time

On-site response time by the awarded Contractor shall be within ten (10) days of award of contract.

1. Any security guard personnel assigned to work at the County and voluntarily leave their post or are removed by the County at any time during a shift; it shall become the Contractors responsibility to replace those personnel with qualified alternate security personnel within two (2) hours.

The Contractor will be required to remove and replace any security personnel that the County finds objectionable for any cause. The County representative or designee will report the name of the security personnel and the reason for removal to the Contractor.

The Contractor shall replace the employee with a qualified alternate security by the start of the next shift. The Contractor shall supply the County with all proper license and certification for the replacement security personnel within twenty-four (24) hours.

A. Holidays

 Unless expressly required, no work will be performed on Judicial Holidays. (The following holidays may be adjusted to a week day if it falls on a weekend, New Year's Day, Independence Day, Veterans Day and Christmas):

Date	Holiday
1 January	New Year's Day
3rd Monday in January	Dr. Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday in September	Labor Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving
December 25	Christmas Day

B. Additional and/or Reduction in Service

1. If additional guard(s) are required, the additional cost to the County will be based on the hourly wages as set forth in the budget of the agreement. If circumstances require, the County may reduce services of guard(s) required herein. In any event, the County will pay for only those services received.

INQUIRES

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

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, February 15, 2018, will not be answered.

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

INSTRUCTIONS TO OFFERORS

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

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Amendments

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 24.

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

Offer & Acceptance Period

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

Discussions

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

Public Record

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

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

Late Proposals

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

Submittal Proposal Format

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

- 1. By signature in the offer section of the Offer and Acceptance page 25, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
- 2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
- 3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

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

- 1. A minimum of Two (2) copies, both with original signatures shall be provided by the bidder.
- 2. The bidder's company name shall be written on the outside front of the sealed envelope.
- 3. The Proposal Title "Security Service for Globe Courthouse and Payson Courthouse", RFP No., "120617", Date "February 16, 2018", and time "3:00 PM" of Proposal opening shall be written on the outside of the sealed envelope.
- 4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 25, Bidders Offer Page, and Exhibit "D" Bidders Qualification and Certification Forms(s) page 16.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the 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 Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Independent Contractor

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.

Contract Amendments

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

Contract Default

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

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

Right to Assurance

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

Costs and Payments

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

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

Co-op Use of Contract - Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

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

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

Force Majeure

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

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.

Israel Boycott Certification

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS - PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide armed security services at the Globe Courthouse and Payson Courthouse.

General Purpose

- 1. All product specifications are minimum.
- 2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
- 3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and one (1) copy, total of two (2), all with original signatures shall be submitted
 - b. Qualification and Certification Forms
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Checklist & Addenda Acknowledgment
 - i. Offer Page
 - j. Background Investigation Authorization

Term and Renewal

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

Evaluation of Proposal

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

- a. Cost (40%)
- b. Qualifications and Prior Experience (40%)
- c. Conformity to Submittal Requirements (10%)
- d. References (10%)

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the County of Gila.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501, and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> 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, 1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. <u>SUBCONTRACTORS</u>: 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 coverages for subcontractors shall be subject to the minimum requirements identified above.

F. <u>APPROVAL</u>: 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.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

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

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

Contract Number 120617 Security Service for Globe Courthouse and Payson Courthouse

The applicant submitting this Proposal warrants the following:

ı.	Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
	CBI Security Service Kama Ochsewrity com
	3233 W. Peofia Avenue #203 (002-789-224)
	Phoenix, AZ 85029
2.	Had Contractor (under its present or any previous name) ever failed to complete a contract?
	Yes No. If "Yes, give details, including the date, the contracting agency, and the reasons
	Contractor failed to perform in the narrative part of this Contract.
3.	Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?YesXNo. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
ł.	Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)?Yes
	CONTRACTOR MICT ALSO REQUIRE AT LEAST THE EQUIOMING INFORMATION ALONG WHITH

- 5. CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:
 - a. A brief history of the Company.
 - **b.** A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - **c.** A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - **e.** A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

- **f.** Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
- g. Gila County reserves the right to request additional information.

6.	Contractor Experience Modifier (e-mod) Rating in Arizona:
	(If Applicable) A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss rational determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7.	Current Contractor Business License Number: 1555154, AZ DES Agency

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

	VS-	\mathcal{Q}			
Signati	ure of Auth	orized R	epresei	ntative	2
	Kama	- 50	hmio	l+	
Printed	d Name		11	390	
	Gene	ral	Mar	ager	4
Title)	

PRICE SHEET

 $Please\ complete\ price\ sheet\ in\ its\ entirety\ for\ the\ services\ provided\ in\ RFP\ 120617\ Security\ for\ Globe\ Courthouse\ and\ Payson\ Courthouse.$

Contractor Name: CBI Security Service Phone No.: 1002-788-2241

	Per Hour	Annual Cost
Location	Cost	Per Location
Gila County-Payson Courthouse	198 . 10	-
	\$ 18.29	\$ 95,132.43
Gila County-Globe Courthouse	1.00.00	+ // 5 1.20 1/2
	\$ (8,29	\$ 95,132.43 \$ 95,132.43
		\$
		\$
		\$
		\$
		φ
		\$
		\$
		\$
TOTAL ANNUAL COST FOR SECURITY		
PAYSON-GLOBE COURTHOUSE		\$ 190,264.65

All applicable taxes shall be included in proposed amount.

^{*}Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30".

REFERENCE LIST

References

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

1.	Company Name: Paradise Valley Municipal Court
	Contact: Ms. Jeanette Wiesenhofer
	Phone: 480-348-3519 Address: 6517 E. Lincoln Or. Paradise Valley, AZ 85253
	Job Length of Time: Months Years
	Job Description: Two ARMED security officers Monday-Thursday 0700-1800.
	Officers use walk-through magnetometer and hard-wand of all
	individuals entering the billing and viray of personal items to prohibine restricted items. Officers offerwaterer sovice and emergency response
2.	Company Name: City of Glandale Court
	Contact: Mr. Chris Phelps
	Phone: 623-930-2452 Address: 571) W. Glendale Ave., Glendale AZ 95301
	Job Length of Time:
	Job Description: Three unarmed security officers Monday - Friday 0730-1730.
	Officers use walk-through manetomoter and hard-wand of all
	individuals entering the bilding and array of possing items to prohib
	restricted items. Officers offer customer service and interior foot patr
3.	Company Name: Casa Grande Court
	Contact: Ms. Dycini Juanez
	Phone: 520-421-8075 Address: 375 E. 9th St., Cara Grando, AZ 85122
	Job Length of Time:MonthsYears
	Job Description: One unarmed officer Monday-Friday 0502-1700.
	Officer manitors walk-through magnetoner, conducts
	hand-warding and x-ray of personal items.
	J ,
	CBI Security Service
	Company Name
	KOOD
	Signature of Authorized Representative
	General Margaret

Title

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

STATE OF ARIZONA)	
COUNTY OF:)	
Hama Schmidt	
(Name of Individual)	
being first duly sworn, deposes and says:	
That he is General Manager (Title	
of CBI Security Service (Name of Bu)
(Name of Bu	and siness)
That he is bidding on Gila County BID NO. 12 0 AND PAYSON COURTHOUSE, in Arizona and,	0617 SECURITY SERVICE FOR GLOBE COURTHOUS
That neither he nor anyone associated with the	said
CBI Security Service	isiness)
(Name of Bu	isiness)
has, directly or indirectly entered into any agreement, par in restraint of free competitive bidding in connection wit	
Subscribed and sworn to before me this 15 de Schnider Schnider	ay of <u>February</u> , 20 <u>18</u> . My Commission expires:

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 120617, Security Service for Globe Courthouse and Payson Courthouse, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

177			
	It is my intention	to subcontract a	portion of the work.

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

Name of Firm

By: (Signature)

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

Signature of Authorized Representative

Printed Name

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

Hama Schmidt, General Manager
Typed Name and Title of Authorized Representative
KRELD
Signature of Authorized Representative
I am unable to certify the above statements. My explanation is attached.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

REQUIRED DOCUMENT			COMPLETED / I	EXECUTED
QUALIFICATION & CERTIFICATION FORM			X	
PRICE SHEET			×	
REFERENCE LIST				
NO COLLUSION IN BIDDING			X	
INTENTIONS IN SUBCONTRACTING			X	
LEGAL ARIZONA WORKERS ACT COMPLIAN	CE		×	
CHECKLIST & ADDENDA ACKNOWLEDGME	NT		X_	
OFFER PAGE			义	
BACKGROUND AUTHORIZATION CERTIFICATION REGARDING DEBARMENT			<u>X</u> X	
ACKNOWLEDGMENT OF RECEIPT OF ADDEND	A: #2	#3	#4	#5
INITIALS	6		# T	#3
DATE 1/29/18 2	12/18 _			
Signed and dated thisday of	Febru	ary	2018	
	Cont Cont By:	Securit	y Service	<u> </u>

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 120617 Security Service for Globe Courthouse and Payson Courthouse.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Copper Building, Globe, AZ on or before Wednesday, February 16, 2018, 3:00 pm.

OFFER AND ACCEPTANCE

TO GILA COUNTY:

Contractor Submitting Proposal:

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

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

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

For Clarification of this Offer, Contact:

CBI Security Service	Name: Vama Schmidt
Company Name 1233 iv. Peoria Avenue #203	Title: General Marager
Address AZ 95029	Phone No.: 602-788-2-24
City State Zip	Fax: 1.00 100/
Signature of Person Authorized to Sign	602-789-1028
Printed Name Crown Manager Title	Email: Hama Chisecurity. (Om
The Contractor is now bound to provide the materials of and conditions, specifications, amendments, etc. and the The contract shall henceforth be referenced to as Contract.	Contractor's Offer as accepted by County/public entity
GILA COUNTY BOARD OF SUPERVISORS	ATTEST
Awarded this 10 th day of July 2018	Marian Sheppard, Chief Deputy Clerk of the Board
In Rape	APPROVED AS TO FORM
Tim R. Humphrey - Chairman, Board of Supervisors	Sexperanfalartn
	Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief for Bradley D. Beauchamp, County Attorney



WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I hereby give the Gila County Purchasing Department the right to make a thorough investigation of my background as part of the bidding proposal process for Bid No.120617.
The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.
I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.
I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.
I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.
I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.
I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.
Please read carefully before signing. Signed: Date:
Date of Birth: 01/10/1975

ARF-6240

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Chris Romiti, Facilities Director (Interim)

Submitted By: Mary Springer, Finance Director

<u>Department:</u> Finance

<u>Fiscal Year:</u> FY20-22 <u>Budgeted?:</u> Yes

Contract Dates 9/15/2020 - Grant?: No

Begin & End: 9/14/2022

Matching No Fund?: New

Requirement?:

<u>Information</u>

Request/Subject

Approve a Lease Agreement with Twin Pines, LLC to provide temporary office space in Payson for the Community Services Community Action Program (CAP) and the University of Arizona Cooperative Extension Program.

Background Information

The property that will be the location of the new Payson multipurpose building has two buildings that will be removed prior to construction. One of the buildings houses the Health Department which will be moving into the renovated Napa building. The occupants of the building that houses the Community Action Program and Cooperative Extension Program will not have a permanent location until after construction of the new building.

Evaluation

Staff researched rental properties that were accessible for clients and the Twin Pines Plaza provided the best temporary location for CAP and Cooperative Extension.

Conclusion

Temporary office space is required for CAP and Cooperative Extension during the construction of the new Payson multipurpose complex.

Recommendation

Staff recommends leasing offices in the Twin Pines Plaza in Payson.

Suggested Motion

Information/Discussion/Action to approve a Lease Agreement with Twin Pines, LLC to provide office space for the Community Services Community Action Program and the University of Arizona Cooperative Extension Program at the Twin Pines Plaza in Payson at a cost of \$2,663.98 per month beginning September 15, 2020 through September 14, 2022.

(Mary Springer)

Attachments

Twin Pines Lease Agreement

Twin Pines Addendum

Twin Pines Rules and Regulations

Twin Pines Sign Criteria

Twin Pines Signing Instructions





AIR COMMERCIAL REAL ESTATE ASSOCIATION

STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET

1. Basic	Provisions ("Basic Provisions") Parties: This Lease ("Lease")).), dated for reference purposes only 08/20/2020	
is made by and		LLC an Arizona Limited Liability Company	V
			-
			("Lessor'
and Gila Co	ounty		
			("Lessee'
(collectively the	"Parties", or individually a "Party").		
1.2		n of the Shopping Center (as defined below), including all improve	ments therein or to be provided by
		nown by the street address of <u>514 S Beeline Hwy</u>	
located in the C		, County of Gila	, State o
Arizona		, with zip code 85541 , as outlined on Exhibit	attached herete ("Premises"
and generally de	escribed as (describe briefly the na	ature of the Premises): An approximately 2850 squa	are foot retail suite
in an appr	roximately 12,044 squa	are foot retail/office center	
-			
		he Premises as hereinafter specified, Lessee shall have non-exclusion	
		r specified, but shall not have any rights to the roof, exterior walls	
containing the P	Premises ("Building") or to any other	er buildings in the Shopping Center. The Premises and the Buildin	ng are situated within the Shopping
	s Twin Pines		The Premises, the Building
the Common Ar	reas and all other buildings and im	nprovements within said Shopping Center, together with the land	upon which they are located, are
herein collective	ly referred to as the "Shopping Cer	nter." (See also Paragraph 2)	
1.3	Term: two	years and no	months ("Original Term"
commencing Se	eptember 15, 2020	("Commencement Date") and ending Septembe	er 14, 2022
("Expiration Da	te"). (See also Paragraph 3)		
1.4	Early Possession: If the Pre	emises are available Lessee may have non-exclusive possession	on of the Premises commencing
TBD		arly Possession Date"). (See also Paragraphs 3.2 and 3.3)	
1.5	Base Rent: \$1,662.50	per month ("Base Rent"), payable on the Fir	st
day of each mor	nth commencing September 2	020	. (See also Paragraph 4)
\square If this box is	checked, there are provisions in this	is Lease for the Base Rent to be adjusted. See Paragraph	
1.6	Percentage Rent Rate:	percent (%) of Gross Sales. Percentage
Rent shall be du	ue and payable in accordance with	the provisions of the Percentage Rent Addendum, if any, attache	d hereto and made a part hereof
and Paragraph 4	hereof.		
1.7	Lessee's Share of Common A	Area Operating Expenses: Twenty-three and 66/10	0 percent (23.66%)
("Lessee's Shar	re"). In the event that that size of t	the Premises and/or the Shopping Center are modified during the	e term of this Lease, Lessor shall
	ee's Share to reflect such modificati	tion,	
1.8	Merchants' Association Ann	nual Dues: \$per year ("M	erchants' Association Dues").
Lessee shall pa	y Merchants' Association Dues an	nd/or become a member of the Merchants' Association in accor	rdance with the provisions of the
	ciation Addendum, if any, attached		5. S.
1.9	Base Rent and Other Monies I	Paid Upon Execution:	
		PAGE 1 OF 20	
INITIALS			INITIALO
era e recolat de la companya (Filip			INITIALS

(c) Security Deposit: \$ 2,500.00 ("Security Deposit: \$ 2,500.0	(c) Security Deposit: \$ 2,500.00 ("Security Deposit"). (See also Paragraph 5) (d) Merchante' Association Dues: \$ for September and October real estate rental tax (f) Total Due Upon Execution of this Lease: \$6,495.97 Agreed Use: Office (See also Paragraph 6) Agreed Trade Name: Same as Lessee (See also Paragraph 8) Real Estate Brokers: (See also Paragraph 6) Insuring Party, Lessor is the "Insuring Party". (See also Paragraph 8) Real Estate Brokers: (See also Paragraph 15 and 25) (a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction boxes): It represents Lessor exclusively ("Lessor's Broker"). Tepresents Lessor exclusively ("Lessor's Broker"). Tepresents Lessor exclusively ("Lessor's Broker"). Tepresents both Lessor and Lessee ("Lassor shall pay to the Brokers. (Buarantor. The obligations of the Lessee under this Lease are to be guaranteed by na ("Guarantor"). (See also Paragraph 37) Attachments. Attached hereto are the following, all of which constitute a part of this Lease: The ban marked Exhibit depicting the Premises; a site plan marked Exhibit depicting the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the Shopping Center. a current set of the Uses and Regulations for the		(a) Base Rent: \$2,493.75	for the period S	September and October 2020
(c) Security Deposit: \$ 2,500.00 ("Security Deposit: \$ 2,500.00	(c) Security Deposit: \$ 2,500.00 ("Security Deposit"). (See also Paragraph 5) (d) Morchanter Association Dues: \$ for the period (e) Other: \$130.65 for September and October real estate rental tax (f) Total Due Upon Execution of this Lease: \$6,495.97 Agreed Use: Office (See also Paragraph 6) Agreed Trade Name: Same as Lessee (See also Paragraph 8) Real Estate Brokers: (See also Paragraph 15 and 25) Real Estate Brokers: (See also Paragraph 15 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Real Estate Brokers: (See also Paragraph 16 and 25) Represents Lesser exclusively ("Lesser's Broker"): represents Lesser exclusivel			nses: \$1,371.57	for the period September and
(d) Merchants'-Association Dues: S for September and Octob (f) Total Due Upon Execution of this Lease: \$6,495,97 1.10 Agreed Use: Offfice 1.11 Agreed Trade Name: Same as Lessee Insuring Party. (See also Paragraph 8) Real Estate Brokers: (See also Paragraph 15 and 25) (a) Representation: The following real estate brokers (the "Brokers") and brokers applicable boxes): Representation: The following real estate brokers (the "Brokers") and brokerage fee agreed to in a separate written agreement (or if-there is no such agreement, the sum of total Base Rent) for the brokerage services rendered by the Brokers. 1.14 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed as a site plan marked Exhibit depicting the Premises of a current set of Rules and Regulations for the Shopping Center; a current set of Rules and Regulations for the Shopping Center; a current set of Rules and Regulations for the Shopping Center; a current set of the Sign Criteria for the Shopping Center; a current set of the Sign Criteria for the Shopping Center; a current set of the Sign Criteria for the Shopping Center; a current set of the Sign Criteria for the Shopping Center; and work letter; other (specify): Descentified of the Premises for purposes of comparison, the Base Rent stated herein is NOT led to set by Lessee and in effect within 30 days following the Start Date; or all other such elements in the Premises of purposes of comparison; the Base Rent stated herein is NOT led to set by Lessee and in effect within 30 days following the Start Date, or all other such elements in the Premises of a not condition, systems or feather such as a	(e) Others \$130.65 for September and October real estate rental tax (f) Total Due Upon Execution of this Lease: \$6,495.97 Agreed Use: Office (See also Paragraph 6) Agreed Trade Name: Same as Leasee (See also Paragraph 6) Real Estate Brokers: (See also Paragraph 15 and 25) (a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction boxes): Ithe Commercial represents Lesser exclusively (*Lesser's Broker*); or represents between the sease of the sease o	October 20			
(e) Other: \$130.65 for September and Octobe (f) Total Due Upon Execution of this Lease: \$6,495.97 for Journal Due Upon Execution of this Lease: \$6,495.97 for Journal Due Upon Execution of this Lease: \$6,495.97 for Journal Due Upon Execution of this Lease: \$6,495.97 for Journal Due Upon Execution of this Lease: \$6,495.97 for Journal Due Upon Execution of this Lease by Carbon Execution	(f) Total Due Upon Execution of this Lease: \$6, 495.97 Agreed Use: Office (See also Paragraph 6) Agreed Trade Name: Same as Lessee (See also Paragraph 8) Agreed Trade Name: Same as Lessee (See also Paragraph 8) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction boxes): Text		(c) Security Deposit: $\$2,500.0$	00	("Security Deposit"). (See also Paragraph 5)
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Attachments. Attached hereto are the following, all of which constitute a part of this Lina an addendum consisting of Paragraphs through a site plan marked Exhibit depicting the Premises; a site plan marked Exhibit depicting the Shopping Center; a current set of Rules and Regulations for the Shopping Center; a current set of the Sign Criteria for the Shopping Center; a work letter; other (specify): 2. Premises. 2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to squeshould the actual size be determined to be different. NOTE: Lessee is advised to verify the actual size per Condition. Lessor shall deliver the Premises to Lessee broom clean and free of debroy Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing and air conditioning systems ("HVAC"), loading doors, if any, and all other such elements in the Premises shall be in good operating condition on said date and that the structural elements of the roof, bearing walls of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as if a non-compliance with such warranty exists as of the Start Date, or if one of such systems or eleappropriate warranty period. Lessor shall, as Lessor's sole obligation with respect to such matter, except a after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and other elements of the Premises. If Lessee does not give Lessor the required notice within the approprion-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expens systems, roof, foundations, and/or bearing walls). Lessor also warrants, that unless otherwise specified in a Notices of Default affecting the Premises; (ii) any delinquent amounts due under any	Attachments. Attached hereto are the following, all of which constitute a part of this Lease: an addendum consisting of Paragraphs				to be averaged by a
a site plan marked Exhibit	Attachments. Attached hereto are the following, all of which constitute a part of this Lease: an addendum consisting of Paragraphs through a site plan marked Exhibit depicting the Premises; a site plan marked Exhibit depicting the Shopping Center; a current set of Rules and Regulations for the Shopping Center; a current set of the Sign Criteria for the Shopping Center; a work letter; other (specify):	7.14	Cualantor. The obligations of the Lesse	e under this Lease are t	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square foot the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to squishould the actual size be determined to be different. NOTE: Lessee is advised to verify the actual size per 2.2 Condition. Lessor shall deliver the Premises to Lessee broom clean and free of debrossession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing and air conditioning systems ("HVAC"), loading doors, if any, and all other such elements in the Premises shall be in good operating condition on said date and that the structural elements of the roof, bearing walls of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as if a non-compliance with such warranty exists as of the Start Date, or if one of such systems or eleaster receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-contact Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and other elements of the Premises. If Lessee does not give Lessor the required notice within the appropriance-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expensive systems, roof, foundations, and/or bearing walls). Lessor also warrants, that unless otherwise specified in varieties of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises. 2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances effect at the time that each improvement, or portion ther	Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and as, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment is be determined to be different. NOTE: Lessee is advised to verify the actual size prior to executing this Lease. Condition. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained flect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating g systems ("HVAC"), loading doors, if any, and all other such elements in the Premises, other than those constructed by Lessee erating condition on said date and that the structural elements of the roof, bearing walls and foundation of the Premises shall be free, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the typeriod, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly ten notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same e. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and the Premises. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such affecting the Premise; (ii) any deliround the sesser at Lessee's sole cost and expens		☑ a current set of the Sign Criteria for the☐ a work letter;	Shopping Center;	
	·	2.1 upon all of the tethe marketing of should the actual 2.2 Possession Date by Lessee and in and air condition shall be in good of material defect of material defect a non-complian appropriate warra after receipt of wrat Lessor's experiother elements on non-compliance, systems, roof, for Notices of Defaul affecting the Pren 2.3 with the building effect at the time Premises, modifice	Letting. Lessor hereby leases to Lessee, rms, covenants and conditions set forth in this the Premises for purposes of comparison, the size be determined to be different. NOTE: Let Condition. Lessor shall deliver the Premise, whichever first occurs ("Start Date"), and, so effect within 30 days following the Start Date, ing systems ("HVAC"), loading doors, if any, apperating condition on said date and that the star, and that the Premises do not contain hazard new with such warranty exists as of the Star anty period, Lessor shall, as Lessor's sole obligition notice from Lessee setting forth with species. The warranty periods shall be as follows: If the Premises. If Lessee does not give Lesser alfunction or failure shall be the obligation of undations, and/or bearing walls). Lessor also we taffecting the Premise; (ii) any delinquent amonises. Compliance. Lessor warrants that to the becodes applicable laws, covenants or restriction that each improvement, or portion thereof, we cations which may be required by the America erations or Utility Installations (as defined in Premise).	Lease. While the approxibate Base Rent stated herein is seee is advised to verify es to Lessee broom clear long as the required service warrants that the existing and all other such element ructural elements of the reduced leaves of any mold or to Date, or if one of such pation with respect to such pations. The required notice with	cimate square footage of the Premises may have been used is NOT tied to square footage and is not subject to adjustment the actual size prior to executing this Lease. In and free of debris on the Commencement Date or the East ce contracts described in Paragraph 7.1(b) below are obtain electrical, plumbing, fire sprinkler, lighting, heating, ventilatints in the Premises, other than those constructed by Less coof, bearing walls and foundation of the Premises shall be fir fungi defined as toxic under applicable state or federal law. In a systems or elements should malfunction or fail within the matter, except as otherwise provided in this Lease, prompent of such non-compliance, malfunction or failure, rectify say and Caystems, and (ii) 30 days as to the remaining systems as within the appropriate warranty period, correction of any subject cost and expense (except for the repairs to the fire sprink wise specified in writing, Lessor is unaware of (i) any record secured by the Premises; and (iii) any bankruptcy proceeding any of the premises of the Common Areas compared the common and ordinances ("Applicable Requirements") that were the provision of apply to the use to which Lessee will put the contraction of any say any similar laws as a result of Lessee's use (see Paragra).

determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

- (a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.
- (b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time.; If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.
- (c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.
- Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.
- 2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.
- 2.6 Vehicle Parking. Lessee shall not use and shall not permit its employees to use any parking spaces in the Shopping Center except for parking by vehicles that are no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessee shall permit its employees to only occupy those parking spaces, if any, as depicted as employee parking spaces on the Shopping Center site plan. Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:
- (a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
 - (b) Lessee shall not service or store any vehicles in the Common Areas.
- (c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.
- 2.7 Common Areas Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Shopping Center and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Shopping Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.
- 2.8 Common Areas Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Shopping Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas, nor the right to display merchandise or conduct sales in the Common Areas. Any such storage, display or sales shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, as exercised in Lessor's sole discretion, which consent may be revoked at any time. In the event that any unauthorized storage or displays shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.
 - 2.9 Common Areas Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control

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and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Shopping Center and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Shopping Center.

Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility raceways:

To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Shopping Center, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas:

To designate other land outside the boundaries of the Shopping Center to be a part of the Common Areas or to be entitled to use the Common Areas on a reciprocal basis;

To add additional buildings and improvements to the Common Areas; and

To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and

Shopping Center as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

Common Areas - Promotional Events; Sidewalk Sales. Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Shopping Center to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

Common Areas - Remodeling. At any time during the Term, Lessor may remodel or expand, in any manner, the existing 2.12 Shopping Center, which work may include, without limitation, the addition of shops and/or new buildings to the Shopping Center (collectively, "Remodeled Center"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Center, provided that if as a result thereof there is a permanent decrease in the floor area of the Premises of 3% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

3. Term.

Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3. 3.1

- Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturizing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date for any reason (and for purposes hereof, "occupancy" shall include, without limitation, Lessee's entry onto the Premises for purposes of preparing and fixturizing the Premises for business), the obligation to pay Base Rent and Percentage Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to Lessee's obligations to carry insurance and to maintain the Premises) shall be in effect during such period, except that Lessee's obligation to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums shall only be in effect prior to the Commencement Date if Lessee has opened for business in the Premises prior to the Commencement Date. Any such Early Possession shall not affect the Expiration Date.
- Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.
- 34 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

- Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are 4.1 deemed to be rent ("Rent").
- Common Area Operating Expenses. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if 4.2 applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.7) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:
 - "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Lessor relating to

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the ownership and operation of the Shopping Center, including, but not limited to, the following:
(i) The operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:
(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems. (bb) Exterior signs and any tenant directories. (cc) Any fire detection and/or sprinkler systems. (dd) Common electrical, plumbing and other utilities servicing any building in the Shopping Center and/or
the Common Areas.
(ee) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.
(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.
(iii) The cost of trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.
(iv) Reserves set aside for equipment, maintenance, repair and replacement of Common Areas. (v) Real Property Taxes (as defined in Paragraph 10). (vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8. (vii) Any deductible portion of an insured loss concerning the Building or the Common Areas. (viii) Auditors', accountants' and attorneys' fees and costs related to the operation of the Shopping Center. (ix) The cost of any capital improvement to the Building or the Shopping Center not covered under the provisions of Paragraph 2.3; provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. (x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a
Common Area Operating Expense. (b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Shopping Center or to the operation, repair and maintenance thereof shall be allocated entirely to such premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof shall be equitably allocated by Lessor to all buildings in the Shopping Center.
(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless its Eshopping Center already has the same. Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them. (d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement. (e) If there are one or more Major Tenants (as hereinafter defined) within the Shopping Center, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses allocated to other tenants of the Shopping Center, provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses for
4.4 Rental Taxes. In addition to Base Rent and Common Area Operating Expenses, Lessee shall pay to Lessor each month an amount equal to any rental taxes, gross receipts taxes, transaction privilege taxes, sales taxes, or similar taxes ("Rental Taxes") levied on the Base Rent then due or otherwise assessed in connection with the rental activity. Said monies shall be paid at the same time and in the same manner as the Base Rent.
Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any

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portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 Use.

- (a) Agreed Use; Agreed Trade Name. Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed uses (whether or not exclusive) of other occupants of the Shopping Center. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Shopping Center or other existing or proposed uses of other occupants of the Shopping Center. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.
- (b) **Continuous Operation.** Lessee shall continuously (i) operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located, (ii) staff the Premises with sufficient sales personnel, stock the Premises with adequate merchandise and exercise sound business practices so as to maximize Gross Sales for the benefit of Lessor. At a minimum, Lessee shall keep the Premises continuously open for business Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. If Lessee fails to comply with the requirements of this Paragraph 6.1(b), then in addition to any and all other rights and remedies of Lessor, Lessee shall pay to Lessor an amount equal to 1/15th of the Base Rent for each day or portion thereof that Lessee fails to so comply. Such sum shall be in addition to, and not a part of, the Base Rent otherwise due under this Lease.
- Violations of Exclusive Use Rights. Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Shopping Center and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of exclusive use rights granted to other tenants of the Shopping Center will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Shopping Center to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.
- Other Tenancies. Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Shopping Center. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Shopping Center, nor does Lessee rely on any other tenant operating its business in the Shopping Center at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Shopping Center shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

6.2 Hazardous Substances.

- Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.
- (b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such

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fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

- (c) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.
- Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Shopping Center not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.
- (e) Lessor Indemnification. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.
- (f) Investigations and Remediations. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.
- Lessor Termination Option. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessor's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice of termination.
- Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.
- Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) In General. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure

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vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

- (b) Service Contracts. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.
- (c) Failure to Perform. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.
- (d) Replacement. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.
- Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Utility Installations; Trade Fixtures; Alterations.

- (a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).
- (b) Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alteration or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee's posting an additional Security Deposit with Lessor.
- (c) Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

- (a) Ownership. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per Paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.
- (b) Removal. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.
- (c) Surrender; Restoration. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good

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maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee Owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

Insurance; Indemnity.

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

- Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.
- (b) Carried by Lessor. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

- (a) Building and Improvements. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.
- (b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value Insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.
- (c) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Shopping Center if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.
- (d) Lessee's Improvements. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

- (a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.
- (b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.
- (c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.
- (d) No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.
- Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

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- 8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.
- 8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.
- 8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Shopping Center, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.
- Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

- (a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.
- (b) "Premises Total Destruction" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.
- (c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.
- (d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.
- (e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises or Common Areas which requires restoration.
- Partial Damage Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total Replacement Cost of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.
- 9.3 Partial Damage Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee

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shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

- 9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.
- Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor's shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.
- 9.6 **Damage to Shopping Center.** In the event of any damage or destruction to other portions of the Building or to any other buildings in the Shopping Center, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.
 - 9.7 Abatement of Rent; Lessee's Remedies.
- (a) Abatement. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Base Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.
- (b) Remedies. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.
- 9.8 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

- Definition. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Shopping Center, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Shopping Center address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Shopping Center is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Shopping Center, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.
- Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Shopping Center, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.
- Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Shopping Center by other tenants or by Lessor for the exclusive enjoyment of such other tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request, or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.
- Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.
- Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes

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applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

- (a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.
- (b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.
- (c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.
- (d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.
 - (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or
- subletting.

relief.

- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)
- 12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:
- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the

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sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

- In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
 - Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor. (d)
 - No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior

written consent.

Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure (e) the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

Default; Breach; Remedies.

- Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:
- The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 5 consecutive days.
- The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- The failure of Lessee to allow Lessor and/or its agents access to the premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.
- The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
- A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
 - The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.
- Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:
- Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice

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to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

- (b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.
- (c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.
- Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.
- Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.
- 13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.
 - 13.6 Breach by Lessor.
- (a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.
- (b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.
- Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

Brokerage Fees.

- Additional Commission. In addition to the payments owed pursuant to Paragraph 1.13 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Shopping Center, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.
- Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.13, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's

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Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

- (a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.
- (b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.
- (c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.
- 17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.
- 18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.
- 20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.
- 21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.
- 22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

- Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.
- Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or by email shall be deemed delivered upon telephone confirmation of receipt (if by fax, a confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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24. Waivers.

- (a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.
- (b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.
- (c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

- (a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:
- (i) <u>Lessor's Agent.</u> A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: <u>To the Lessor.</u> A fiduciary duty and a duty to protect and promote the Lessor's interests. <u>To the Lessee and Other Parties.</u> A duty to deal fairly with the Lessee and other parties to the transactions. To All Parties. A duty to disclose in writing any information known to the agent materially affecting the consideration to be paid by any Party or the value or desirability of the property. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- (ii) <u>Lessee's Agent</u>. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. <u>To the Lessee</u>: A fiduciary duty and a duty to protect and promote the Lessee's interests. <u>To the Lessor and Other Parties</u>: A duty to deal fairly with the Lessor and other parties to the transation. To All Parties. A duty to disclose in writing any information known to the agent materially affecting the consideration to be paid by any Party or the value or desirability of the property. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- (iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty and a duty to protect and promote the interest of both Parties in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.
- (b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.
- (c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.
- 26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent and Percentage Rent Rate shall be increased to 150% of the Base Rent and Percentage Rent Rate applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lesser to any holding over by Lessee.
- 27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- 28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
- 29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any

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Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

- Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.
- Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.
- 30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.
- Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).
- 32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.
- 33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.
- Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessee may at any time place on the Premises any ordinary "For Sublease" sign. All signs must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Shopping Center outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Shopping Center attached hereto, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Shopping Center which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the Shopping Center, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.
- 35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.
- 36. Consents. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee

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upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

- 37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association for use in State of Arizona.
- 37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.
- 38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.
- 39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.
- 39.1 **Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.
- 39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.
- 39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.
 - 39.4 Effect of Default on Options.
- (a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.
- (b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).
- (c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.
- 40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.
- 41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.
- Building Planning. Lessor shall have the right at any time or times, upon giving Lessee not less than 60 days prior written notice, to provide and furnish Lessee with space of comparable visibility located elsewhere within any of the buildings within the Shopping Center and to move Lessee into such new space, provided that the usable area of such new space is not less than the usable area of the Premises and provided that all of Lessee's reasonable out-of-pocket moving expenses (including but not limited to the cost of moving Lessee's personal property, the cost of reprinting Lessee's stationery or other business materials with the new address, and the cost to relocate and reinstall tenant improvements and Lessee's telecommunications and computer equipment) shall be paid by Lessor, and provided further that Lessor shall construct at Lessor's expense such improvements to such new space as shall be necessary to place it in a condition that is substantially comparable to the Premises. Except as provided in the immediately preceding sentence, Lessor shall have no obligation to improve such space or pay any other expenses incurred by Lessee as a result of such relocation. On such relocation, the terms and conditions of this Lease shall remain in full force and effect, including but not limited to the Base Rent payable hereunder and Lessee's Share (even if the usable area of such relocated Premises is in excess of the usable area of the Premises), except that the Premises shall be in such new location. Upon Lessor's request, the Parties shall execute an amendment to this Lease in form required by Lessor confirming the relocation of the Premises to such new location. If the new space does not meet with Lessee's approval, which approval Lessee shall give or withhold in accordance with Paragraph 36, Lessee shall have the right to cancel this Lease by giving Lessor written notice thereof within 15 days of receipt of Lessor's notification of its intent to relocate Lessee. Lessee's failure to give such notice within such 15 day period shall be deemed Lessee's approval of the new space. If timely notice is given by Lessee, then this Lease shall terminate unless Lessor rescinds Lessor's prior notice of its intent to relocate Lessee within 10 days after Lessor's receipt of Lessee's notice of cancellation.
- 43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other

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INITIALS	INITIALS

under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

- 45. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.
- 46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.
- 47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.
- 48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.
- 49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.
- Americans with Disabilities Act. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.
- 51. This lease is subject to cancellation for conflict of interest as provided in A.R.S 38-511, which is herby fully incorporated herein by this reference as if fully set forth in this Lease.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- SEE ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITHH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN ARIZONA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

Note: If either Party to this Lease is a married individual, both spouses may need to execute this Lease in order to bind the marital community.

community.	
The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.	
Executed at:Executed at:	
PAGE 19 OF 20	
NITIALS	INITIALS

/ /	
On: 9/3/2020	On:
By LESSOR:	By LESSEE:
ABS Twin Pines	Gila County
Dir	D
Name Printed: ATI SM TITE.	By:
Title: AS ACONT FOR AVMISHINA	Name Printed:
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Address:	Address:
Telephone:()	Telephone:()
Facsimile: ()	Facsimile:()
Federal ID No	Federal ID No.
LESSOR'S BROKER	LESSEE'S BROKER
Arizona Elite Commercial	
Attn: Dan Smith	Attn:
Title: Designated Broker	Title:
Address: 2425 S Stearman Drive #120	Address:
Chandler AZ 85286	
Telephone: (480) 907-7420	Telephone: ()
Facsimile: (480) 899-4918	Facsimile: ()
Email:dan.smith@azelitecre.com	Email:
Federeal ID No.: 20-1424602	Federal ID No. :

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203.

Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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Addendum 1

Gila County Facilities

To: Dan Smith

From: Romiti, Chris

Date: 08/20/2020

Re: 2.2 Condition

In addition to items under 2.2 Condition, please complete the following prior to possession:

• Remove teller counter from lobby area. (leave cabinets and counter on back wall).

• Repair and shampoo carpeting.

RULES AND REGULATIONS

The following Rules and Regulations are hereby incorporated into Tenant's Lease by this reference. By execution of the Lease Agreement, Tenant agrees to abide by all of the following Rules and Regulations as might be adopted or implemented by Landlord at is sole discretion from time to time.

Landlord, at its discretion, may also adopt or implement Rules and Regulations that will have retroactive effect on the operation of the Shopping Center.

The use of the Leased Premises, the Shopping Center or the Common Area by Tenant and Tenant's agents, employees, servants, visitors and invitees shall be strictly subject to the following Rules and Regulations.

- 1. Landlord shall have the right and authority to designate specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles and other transportation vehicles owned by Tenant, or Tenant's employees, servants, agents, licensees and concessionaires shall be parked. Tenant shall furnish to Landlord within ten (10) days upon request a complete list of all vehicle license numbers operated by Tenant, or Tenant's employees, servants, agents, licenses or concessionaires.
 - a. Where there are parking spaces directly in front of the building(s) in the Shopping Center referred to as Store Front Parking, these parking spaces are reserved exclusively for the use of visitors to the Shopping Center unless specified otherwise by the Landlord. Tenant or Tenant's employee's, servants, agents, licensees, or concessionaires are to use other common area parking spaces away from the front of the building(s).
- 2. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances as shall be designated from time to time for such purposes by Landlord.
- 3. The delivery or shipping of merchandise supplies and fixtures to and from the Premises shall be subject to such Rules and Regulations as in the sole discretion of Landlord shall be necessary for the proper operation of the Shopping Center.
- 4. Except as permitted in Tenant's Lease, or except as permitted by Landlord's prior written consent no person shall and Tenant shall not permit within the Common Area.
 - a. Vend, peddle or solicit orders for sale or distribution on any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever;

- b. Distribute any circular, booklet, handbills, placard or other materials;
- c. Solicit membership in any organization, group or association or contribution for any purpose;
- d. Parade, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of the Common Area by Landlord or any occupancy or any employees or invitee of any occupant of the Shopping Center, create a disturbance, attract attention or harass, annoy, disparage, or be detrimental to the interest of any business establishments within the Shopping Center.
- 5. The outside areas immediately adjoining Tenant's Premises shall be kept clean and free from dirt and rubbish by Tenant to the complete satisfaction of Landlord. All refuse; trash and garbage shall be removed by Tenant on a daily basis and not permitted to accumulate.
- 6. The Common Area plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakages, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, if Tenant or its employees, agents or invitees shall have caused it.
- 7. All floor area, including vestibules, entrances and exits, doors, fixtures, windows and plate glass shall be maintained in a safe, neat and clean condition. All broken, cracked or damaged plate glass shall be replaced at Tenants expense.
- 8. When there are trach receptacles in front of the building(s) in the Shopping Center, these trash receptacles are for exclusive use for visitors of the center. Tenant or Tenant employee's, servants, agents, licensees, or concessionaires are to deposit their trash in the dumpster's located onsite within the property.
- 9. Dumpster areas are to be kept clean and clear of debris and used for business purposes only; they are not for personal use. Please make sure all trash is deposited within the dumpster and not just within the dumpster area. Make sure that all shredded paper be in bags and that the bags be tied or sealed before depositing into the dumpsters.
- 10. No portion of the Common Area or the Shopping Center shall be used for any lodging or illegal purpose.
- 11. The sidewalk, halls, passages, exits, entrances, elevators, stairways of the Common Area or the Shopping Center shall not be obstructed by any Tenant, or used by any Tenant for ingress to and egress from their respective Premises.

- 12. No Tenant and no employee or invitee of any Tenant shall go upon the roof of any building, the Common Area or the Shopping Center.
- 13. In the case of any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's sole discretion. Landlord reserves the right to prevent access to the Common Area and Shopping Center during the continuance of the same by such action as Landlord may deem appropriate, including closing entrances to the Shopping Center and Common Area.
- 14. No Tenant shall place or permit any radio or television antenna, loudspeaker, amplifier or other device in the Common Area or where the same can be seen or heard in the Common Area without the prior written consent of Landlord.
- 15. No personnel shall use any part of the Common Area for any purpose other than those for which the Common Area is intended.
- 16. No part of the Common Area shall be used for storing or maintaining any material or property, whether on a temporary basis or otherwise and no action shall be taken in the Common Area which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises or the Common Areas, nor do anything which would tend to injure the reputation of the Shopping Center.
- 17. Any repairs, maintenance or replacements to the Common Area required to be made by Landlord which are occasioned by the act or negligence of any Tenant its agents, employees, subtenant, licensees and concessionaires, shall be paid for by such Tenant upon demand to the extent not covered by insurance proceed paid to Landlord therefore.
- 18. No Tenant shall make any alteration, addition or improvement to or remove any portion of the Common Area, and no Tenant shall make any changes to or paint any portion of the Leased Premises, or the Common Area, or install any lighting, decorations or paintings in or to the Common Area.
- 19. Landlord shall enforce these Rules and Regulations in a nondiscriminatory manner.
- 20. All interior design, decoration and colorizing by Tenant including, but not limited to, painting, wall covering, colorizing, floor coverings, advertisements, window hangings, light fixtures, and improvements, fixtures, or alterations of any type or nature may only be installed after Tenant submits plans for the same to Landlord, and has received from Landlord, Landlord's specific written approval as to each item of interior design.

- 21. Each Tenant shall, at its own cost and expense, obtain a pest extermination contractor as Landlord may direct, and at such intervals as Landlord may require from time to time.
- 22. Tenant shall use the refuse dumpsters provided for the center for their refuse, refuse containers in the front of the center are for use by patrons of the center only.

Subject to the provision of the lease, Landlord shall, at all times, have the right to change these rules and regulations or to promulgate other rules and regulations in such manner as may be deemed advisable for safety, care or cleanliness of the Shopping Center, for preservation of good order therein, or for other purposes, all of which Rules and Regulations, changes and amendments shall be carried out and observed by Tenant. Tenant shall further be responsible for compliance with these Rules and Regulations by the employees, servants, agents, visitors and invitees of Tenant. In the event any provisions of the Lease Agreement to which this Exhibit is attached, the provision of the Lease Agreement shall control.

SIGN CRITERIA

Landlord does not warrant any existing signs that they may be in working order. If tenant chooses to use the existing sign they will be responsible to make sure it is working condition. Landlord shall approve all signs and all signs shall comply with all requirements set forth by the Landlord, the City, and/or County (if required), or any other governing authority. Conformance to these criteria will be strictly enforced. Any sign installed that is non-conforming to this criterion, the City and/or County sign ordinance, and/or not approved by the Landlord, shall be removed or brought into conformance by Tenant at its own expense. This sign criterion is subject to change or update at any time.

GENERAL REQUIREMENTS

- 1. No signs, advertisements, notices or other lettering shall be displayed, exhibited, inscribed, painted or affixed in any manner to any part of the building exterior except as approved in writing by the Landlord.
- 2. The Tenant shall be responsible for all action taken by Tenant's sign contractor including but not limited to the repair or replacement of any portion of the building damaged by the sign contractor.
- 3. All permits for signs, the construction of signs, and the installation of signs shall be the responsibility of the individual Tenants. All signs shall fulfill the requirements and specifications of all applicable rules and regulations of the City, and County, or other governing authority.
- 4. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight manner.
- 5. Contracted Sign Company shall be a licensed contractor and shall carry worker's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs for a minimum of \$500,000.00 per occurrence.
- 6. Contracted Sign Company shall guarantee for a period of at least one (1) year all electrical signs against defects in materials and workmanship.
- 7. Landlord May repair or replace any broken or faded sign at the Tenant's expense. Tenant is solely responsible for normal maintenance and wear and tear of the signs.
- 8. Tenant shall be responsible for the fulfillment of all requirements for these criteria and the expense of the signs.
- 9. Advertising devices, such as attraction boards, posters, and banners, shall not be permitted unless approved in writing by Landlord.
- 10. No temporary or permanent signs are permitted to be applied to the face of the storefront whether inside or outside, nor within six feet (6') of the lease line inside the store without prior written approval of Landlord.
- 11. Painted lettering on doors or on show windows must be approved by Landlord and may not be illuminated on either the exterior or interior of the storefront glass.

Specifications

- 1. All building signs shall be installed by a professional sign company and have either illuminated individual letters or an illuminated box style.
- 2. Landlord will have final approval on design, color, logos, and letter style.
- 3. No animated, flashing, or audible signs will be permitted on installed building signs.

- 4. No exposed lamps or tubing will be permitted without written approval from Landlord.
- 5. All signs and their installation shall comply with all building codes, electrical codes, other applicable laws, ordinances, rules and regulations or agencies and utilities having jurisdiction over building signage.
- 6. No exposed crossovers will be permitted without approval from Landlord.
- 7. All conductors, transformers, and other equipment shall be concealed in a watertight fashion behind the buildings fascia.
- 8. No floor signs, such as inserts into terrazzo, etc. shall be permitted.

CONSTRUCTION

- 1. All penetrations of the building structure required for sign installation shall be returned to "as new" condition on termination of the Tenant's lease.
- 2. No Labels or other identification will be permitted on the exposed surface of any sign except those required by local ordinance. Any required labels shall be applied in an inconspicuous location.
- 3. Each Tenant shall repair any damage caused by the work of its sign contractor.
- 4. Each Tenant shall be fully responsible for the operations of its sign contractors and shall indemnify, defend and hold Landlord and its agents harmless from costs, expenses, damages, or liabilities on account thereof.

Any such variation in the sign criteria must be approved in advance and in writing by Landlord and approved by the City and approved by Maricopa County (if required).



To: Whom it may concern

RE: Signing of the Retail Multi-Tenant Lease Instructions for the Tenant

It is very important that we have two copies with original signatures on them so please follow the instructions for both originals.

- 1. Initial the bottom right hand side of "each" and "every page of the packet" whether there is a space for it or not indicating that you have read each page.
- 2. On page 19 of the lease on the right hand side where it says "execute at:" handwrite the city and state you are in when you sign the document. Next line say "On:" hand write the date you are signing the document.
- 3. On page 20, on the right hand side of the page where it says "BY:", this is where you sign your name. Below that where it says "Name Printed:" is where you handwrite your name. On the following line under "Title:" is where you handwrite your business title (for LLC's either Manager or Member, INC's would be CEO, CFO, President, etc., and if a sole proprietor just use Owner). Lastly please handwrite in your email after "Email:".
- 4. If two signers than the second signer fills out the next section on the right hand side directly below the first signer using the previous instructions of item three of these instructions.
- 5. Below the second signer's information on the right hand side, please handwrite your home address, home phone number (if you only have a cell phone then use that number) and social security number next to EIN or your company EIN number for tax reporting purposes.

ARF-6254

Regular Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

<u>Department:</u> Recorder's Office

Information

Request/Subject

Resolution No. 20-09-02 authorizing the Gila County Recorder, as the Board of Supervisors designee, to approve the use of all Gila County ballot drop-off boxes and locations.

Background Information

A.R.S. § 16-452 authorizes the Arizona Secretary of State, with approval of the Arizona Attorney General and the Governor of the State of Arizona, to prescribe in an official instructions and procedures manual the procedures for early voting, voting and collection of ballots. The 2019 Elections Procedures Manual provides in Chapter 2, Early Voting, § I (1) that "all ballot drop-off locations and drop-boxes shall be approved by the Board of Supervisors (or designee)." This Resolution would authorize the Gila County Recorder to act as the Board of Supervisors' designee to approve the use of all Gila County ballot drop-off boxes for all elections occurring in Gila County.

Evaluation

By designating the Gila County Recorder as the Board of Supervisors' designee, the Recorder can appropriately determine areas for these drop-off boxes to be placed to make dropping off early ballots more convenient for the constituents of Gila County.

Conclusion

It is required that the Board of Supervisors approve, through the adoption of a resolution, this request to authorize the Recorder as the Board of Supervisors' designee to approve the use of all Gila County ballot drop-off boxes and locations.

Recommendation

The Recorder recommends that the Gila County Board of Supervisors adopt Resolution No. 20-09-02 which authorizes the Gila County Recorder to be the Board of Supervisors' designee to approve the use of all Gila County ballot drop-off boxes and locations.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-09-02 authorizing the Gila County Recorder as the Board of Supervisors' designee to approve the use of all Gila County ballot drop-off boxes and locations in all elections occurring in Gila County. (Sadie Bingham)

Attachments

Resolution No. 20-09-02

A 44 - - 4 -



RESOLUTION NO. 20-09-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS DESIGNATING THE GILA COUNTY RECORDER TO APPROVE THE USE AND LOCATION OF BALLOT DROP-OFF BOXES.

WHEREAS, A.R.S. § 16-452 authorizes the Arizona Secretary of State, with approval of the Arizona Attorney General and the Governor of the State of Arizona, to prescribe in an official instructions and procedures manual the procedures for early voting, voting and collection of ballots; and

WHEREAS, the Arizona Secretary of State has produced a 2019 Elections Procedures Manual which has been duly approved; and

WHEREAS, the 2019 Elections Procedures Manual provides at Chapter 2, Early Voting, § I (1) that "all ballot drop-off locations and drop-boxes shall be approved by the Board of Supervisors (or designee)"; and

WHEREAS, the Gila County Board of Supervisors desire to designate the Gila County Recorder as its designee to approve the use of all Gila County ballot drop-off boxes and locations in all elections occurring in Gila County;

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors designates the Gila County Recorder to approve the use of all Gila County ballot drop-off boxes and locations in all elections occurring in Gila County.

PASSED AND ADOPTED this 15th day of September 2020 at Globe, Gila County, Arizona.

Attest:	GILA COUNTY BOARD OF SUPERVISO.	
Marian Sheppard, Clerk of the Board	Woody Cline, Chairman	
Approved as to form:		
The Gila County Attorney's Office		

ARF-6238

Regular Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Elaine Votruba, Public Services Librarian

<u>Department:</u> Deputy County Mgr/Library District

<u>Fiscal Year:</u> 2020 <u>Budgeted?:</u> Yes Contract Dates 7/1/2020 to Grant?: Yes

Begin & End: 6/30/2021

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

State Grants-in-Aid Application 2021 for the Gila County Library District.

Background Information

State Grants-in-Aid (SGIA) is a recurring grant from the Arizona State Library Archives and Public Records provided to county library districts and large municipal libraries. The funding comes from the State of Arizona to benefit libraries throughout Arizona. This grant money is to be used for programming, supplies, equipment, training, and materials and cannot be used for salaries or as match money for other grants. For FY 2021, the SGIA for counties remains the same for a total of \$25,000.

Evaluation

The Gila County Library District will be using the SGIA 2021 monies to provide training, travel, equipment upgrades, collection development, and provide for special projects throughout the Gila County Library District. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

FOR THE DISTRICT AS A WHOLE: 28% or \$7,000

We use these funds in various ways to supplement our services to the eight affiliate libraries.

Part of SGIA funds is earmarked for conferences to encourage networking with other library peers, travel and training opportunities, both for the

district staff, and staff at the eight libraries. We will continue to provide materials, (books, electronic resources) as well as marketing/promotional material for the electronic resources. The District will again bulk purchase Movie Licensing USA for the Affiliate Libraries in order for all to comply with the copyright laws. Additionally, the District will be providing hands-free wireless printing for the affiliate libraries.

FOR THE INDIVIDUAL LIBRARIES: 72% OR \$18,000

Each library in the District will be allocated \$2,250 to be spent on programs, projects, or materials that the local librarian has determined is important to them, but that they do not have funds for in their regular budgets. These projects may include computer upgrades, collection development of both print and non-print materials, supplies, equipment, and summer reading supplies. In past years, SGIA funds have been used at the local level to provide for special programs, such as guest speakers and workshops in connection with Summer Reading Programs. Since the eight libraries are vastly different, their needs are also vastly different and varied. In fact, the only common thread is that they all have needs that their regular budgets do not cover.

Conclusion

The SGIA grant provides for programming, supplies, training, and equipment that benefit library services in all of Gila County, and it is a valued grant.

Recommendation

The District recommends that the County apply for and accept SGIA 2021 to enhance needed services, materials, resources, and supplies for the library patrons of Gila County.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)

Information/Discussion/Action to authorize the submission and subsequent acceptance of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for the fiscal year 2021 in the amount of \$25,000 designated to Gila County for the period July 1, 2020 through June 30, 2021. (Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Attachments

Award Notification	on
--------------------	----

Grant Application

Certification of Application with signature

FAQ's 2021

AZ State Library Resource Access and Attainment Policy

SGIA 2018 Additional Language



Award Notification for State Grants-in-Aid

Library Name & Address: Gila County Library District 1400 E. Ash Globe, AZ 85501-1414		State Project Number: SGIA 21-A-04	
Project Name:		Project Manager:	
SGIA 2021		Jacque Sanders	
Program Information:		Amount Awarded:	
http://www.azlibrary.gov/libdev/fundin	ng/sgia	\$25,000	
Period of Performance:		Final Report Due:	
July 1, 2020 to June 30, 2021		July 31, 2021	
Contact for SGIA grant questions:	Phone:		Email:
Janet "Jaime" Ball, Library	602-542-62	66	jball@azlibrary.gov
Development Administrator			

When possible, please acknowledge SGIA as follows:

This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.

Holly Henley, State Librarian & Director of Library Services

Hally Kenley

Date

LIBRARY DEVELOPMENT - HOLLY HENLEY, STATE LIBRARIAN

Arizona State Library, Archives, and Public Records

1919 W. Jefferson St. Phoenix, AZ 85009

Telephone: (602) 542-6200 Fax: (602) 542-3260

www.azlibrary.gov

Contact Information

Library Name Gila County Library District	
Address 1400 E. Ash Street	
City	
Globe	
State	
AZ	
Postal Code	
85501	
Library Director/Manager Information	
First Name	
Jacque	
Last Name	
Sanders	
Office Phone	
928-402-8770	
Office Fax	
E-mail	
jsanders@gilacountyaz.gov	

No Same as Library Director	
First Name	
Elaine	
Last Name	
Votruba	
Office Phone	
9284028768	
Office Fax	
E-mail evotruba@gilacountyaz.gov	
First Name	
Last Name	
Office Phone	
Office Fax	

Ī	
	E-mail
•	Project Information
	Enter SGIA 2021 Amount Awarded 25000.00
	Project Narrative. Describe how you plan to use the SGIA allotment. The Gila County Library District will be using the SGIA 2021 monies to provide collection development, equipment, supplies, training, travel, any needed PPE or supplies and special projects throughout the district.
	The District will retain 28% or \$7,000.00 at the District level to supplement out services to the eight affiliate libraries. We will provide library materials as well as promotional and marketing materials for the electronic resources. We will provide training and travel for the district staff as well as for the staff at the affiliate libraries. The District will continue to bulk purchase Movie Licensing USA for the affiliate libraries for their programming, to comply with copyright laws. Additionally, the District will be working to provide hands free, wireless printing to the affiliate libraries.
	Each affiliate library will receive \$2,250.00 to be spent on programs, projects, equipment or materials that the local librarian has determined to be important in their library. These projects may include collection development, supplies, equipment, furniture or summer reading supplies or programming. Since the eight libraries are different, their needs are varied, but they all have needs that their regular budgets do not cover.
	Salaries and Benefits
	Salaries and Benefits local match
	48000.00
	Total Salary and Benefits
	48000.00
	Consultant Fees
	Consultant Fees local match

Total Consultant
0.00
Travel
Travel local match
3500.00
Total Travel
3500.00
Equipment
Equipment local match
6200.00
Total Equipment
6200.00
Supplies and Materials
Supplies and Materials local
9000.00
Total Supplies and Materials

9000.00

Services
Services local match
6300.00
Total Services
6300.00
Total Grant Budget
0.00
Total Local Budget
73000.00
Total Budget
73000.00

Certification

To complete your application

please fill out the certification form, print it, sign it and mail it **by December 31, 2020** to: Arizona State Library

1919 W. Jefferson St.

Phoenix, AZ 85009.

Note: For project name, use SGIA 2021 Click here to open the certification form

Certification of Application for SGIA

I certify this application to be true and accurate to the best of my knowledge. On behalf of all organizations participating in this application, I hereby assure and certify that I will comply with all regulations, policies, guidelines and requirements pertinent to the application and to the use of award funds. Funds will not be used for indirect or administrative costs. The applicant agrees to submit a final report, which will include a narrative, budget and certification by the final report deadline. If this application is approved, I certify that the project will begin promptly, and will be completed as described.

completed as desc	cribed.		5 prompay, and will be
Library Name:	Gila County Library District		
Project Name:	SGIA 2	2021	
Authorizing Offic	ial's Namo:	Jacque Sanders	
Authorizing Offici		Gila County Librari	ian
Authorizing Official	Signature fo	r Library	8-27-2020 Date
MPORTANT: This form MUST be p Please type or print c	oostmarked by learly.	y the due date in order for the applica	ation to be eligible for consideration
MAIL COMPLETED Grants Administrator Arizona State Library Library Development 1919 W Jefferson St Phoenix, AZ 85009	r y, Archives & t		
A.P.R Use Only			
ostmark Date:		Date Received :	

State Grants-in-Aid (SGIA)

What is SGIA?

In 1981, the Arizona legislature developed State Grants-in-Aid (SGIA) to help Arizona libraries meet the information needs of Arizona residents. SGIA provides limited construction funding to public libraries, and annual awards to county library districts and to cities with populations of 100,000 or more.

Who Qualifies?

In order to qualify for SGIA, libraries must:

- Be organized as a governmental unit or a non-profit organization.
- Agree to the Arizona State Library Resource Access and Attainment Policy.
- Provide library services free of charge to all residents within the library area.
- Be open to the public on a regular basis with regular, posted hours.
- Be in good standing with the State Library by submitting library statistics and all other reports in a complete, accurate and timely manner.
- Adhere to any requirements specified in the Arizona Revised Statutes, including but not limited to ARS 9-411 through 9-420 (Cities and Towns/Public Libraries); ARS 11-901 through 11-914 (Counties/Public Libraries); and ARS 34-502 (Computer Access/Harmful to Minors).

How Can Funds Be Used?

- State funds will be used for library services county or citywide. Funds will not be used for indirect or administrative costs.
- County/city will expend no less than the amount of state grants-in-aid awarded in the same fiscal year for county/citywide library services. SGIA requires a dollar-for-dollar cash match. State money may not be substituted for local match.
- The recipient agrees to submit a final report, which includes a narrative, budget and certification.

From Arizona State Library Website at:

http://www.azlibrary.gov/libdev/funding/sgia

Arizona State Library Resource Access and Attainment Policy

July 1, 2014

The Arizona State Library, Archives and Public Records is committed to working with public, academic, school and special libraries to help all Arizonans find information they need and want, and to attain material needed for that information.

The State Library does this through:

- 1) Funding Unlimited ILL for Arizona public libraries to facilitate the sharing of resources among libraries.
- 2) Support, with county library districts, of statewide databases on a broad range of topics available to all Arizonans at no cost. Materials include both full-text and bibliographic sources.
- 4) Support of pilot projects allowing libraries to test new technologies to meet patrons' needs, such as e-readers, and alternative means, such as purchase-on-demand.
- 5) Training for library staff members on reference services, including helping patrons find materials through virtual services.

Arizona Resource Access and Attainment Policy (AzRAP) for Public Libraries Agreement:

Receive:

Worldcat Resource Sharing Subscription (public libraries).

Agree To:

- Work with patrons, at no charge, to locate materials.
- Provide specific information on attaining material. Patrons may be offered several options to attain material including: patron purchase of low-cost materials; library purchase of materials; database and web sources; and inter-library loan (ILL).
- When materials can only be attained through ILL, offer to secure the loan for the patron. With prior notice to patrons, postage costs for materials sent to any and from any library will be capped at \$6 per item, and fees charged by non-Arizona public, regent or community college libraries, may be passed on to the patron; no other fees or charges may be passed on to the patron. Libraries may limit ILL requests to six per patron at any one time and may limit requests to print materials published more than one year ago; not currently on a nationally recognized best-seller list; or not needed by the library's own patrons. The sharing of circulating non-print materials is encouraged, but not required.
- Write and publish a detailed Resource Access and Attainment Policy, and provide an electronic copy to the Arizona State Library each time the policy is updated.

SGIA and **LSTA**

All county and municipal library systems receiving regular SGIA allotments must be AzRAP compliant. All public libraries applying for LSTA must be AzRAP compliant. To be eligible for LSTA competitive grants, any type of library must be AzRAP compliant.



Gila County Library District

1400 E. Ash Street, Globe, AZ 85501 (928) 402-8770 · FAX: (928) 425-3462

October 2, 2018

Grants Administrator
Arizona State Library, Archives and Public Records
Library Development
1700 W Washington
Phoenix, AZ 85007

RE: Gila County Library District State Grants-in-Aid (SGIA) 2019

The county includes the following two clauses as part of its application for SGIA 2019 and proposes they be a part of the agreement:

This agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511.

Each party hereby warrant its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Best regards,

Jacque Sanders

Gila County Librarian

Jacque Sanders

ARF-6237

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

<u>Department:</u> Elections

Information

Request/Subject

Order to cancel elections and appoint governing board members for certain County fire districts, improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts.

Background Information

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

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

Arizona Revised Statute §15-424 (D) and §15-1442, in conjunction with A.R.S. §16-410, provide for the cancelation of elections and the appointment of governing board members for school districts and college districts.

Evaluation

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

Conclusion

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

Recommendation

The Elections Director recommends that the Board of Supervisors adopt the Order to cancel the regularly scheduled November 3, 2020, governing board elections for fire districts, water, and wastewater improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts as listed on Attachments A through E.

Suggested Motion

Adoption of an Order to cancel November 3, 2020, governing board elections for certain fire districts, water, and wastewater improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and appoint governing board members to those districts as listed on Attachments A through E of the Order.

Attachments

<u>Order</u>

ARS 15-1442

ARS 15-424

ARS 16-410



ORDER

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

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

NOW, THEREFORE, IT IS ORDERED that the Gila County Board of Supervisors does hereby cancel the November 3, 2020, governing board elections and appoints the persons listed on **Attachment A** to the respective fire district governing boards; the persons listed on **Attachment B** to the respective water and wastewater improvement district governing boards; the persons listed on **Attachment C** to the respective sanitary district governing boards; the persons listed on **Attachment D** to the respective technological district governing boards; and, the persons listed in **Attachment E** to the respective school district governing boards.

GILA COUNTY BOARD OF SUPERVISORS

PASSED AND ADOPTED this 15th day of September 2020, at Globe, Gila County, Arizona

Attest:

Tittest.	GILLI COUNT BOILD OF SCIENTISC	
Marian Sheppard, Clerk of the Board	Woody Cline, Chairman	
Approved as to form:		
The Gila County Attorney's Office		

Attachment A

FIRE DISTRICTS

Governing Board Member Appointments 2020 - 2024

District	Governing Board Member
Christopher-Kohl's Fire District	Hannum, Larry
	Sundra, Steve
	Thornton, Karen
Fortive In Park Fire District	Buth to the
East Verde Park Fire District	Bretherton, John
	Pfundheller, Lorri
Gisela Valley Fire District	Harrison, Terra
	Tremblay, Ed
Hellsgate Fire District	Fitch, Nick
Trollogate The Biotriot	Shaw, Jeff
Houston Mesa Fire District	Ahrberg, James
	Norman, Randall
	Starr, Susan V.
Pine-Strawberry Fire District	Dow, Bruce
	Palmer, Melvin
	Papke, Robert
Pleasant Valley Fire District	Elenius, Peter
Round Valley/Oxbow Estates Fire District	Hall, Charlene
Tonto Basin Fire District	France, John
	Hvidsten, Troy
Tri-City Fire District	Benjamin, Michael L.
-	Gregovich-Benton, Franceen
Water Wheel Fire District	Newman, Daniel
TYGGG TYTIOGIT ITO DIGITION	Stevens, Steven

Attachment B

WATER AND WASTEWATER DISTRICTS
Governing Board Member Appointments 2021 - 2024

el

Attachment C

SANITARY DISTRICTS

Governing Board Member Appointments 2021 - 2024

District	Governing Board Member
Northern Gila County Sanitary District	Dye, Shirley
	Rutter, David
Tri-City Regional Sanitary District	Moreno, Mary Ann

Attachment D

TECHNOLOGY DISTRICTS & GILA COUNTY COMMUNITY COLLEGE

Governing Board Member Appointments 2020- 2026

District	Governing Board Member
Cobre Valley Institute	
of Technology	Term Ends 2024
Hayden (4 Year Term)	Munoz, Maria
Northern Arizona Vocational Institute	
of Technology	Term Ends 2024
Payson (4 Year Term)	Flake, G Scott
Gila Community College	Term Ends 2026
GCC # 1 (6 Year Term)	Cockrell, Connie
GCC # 2 (6 Year Term)	Brocker, Janet
GCC # 3 (6 Year Term)	Spehar, Jay
GCC # 5 (6 Year Term)	Moorhead, Samuel

Attachment E

SCHOOL DISTRICTS

Governing Board Member Appointments 2020 - 2024

District	Governing Board Member
Hayden Winkelman Unified School District	Term Ends 2024
	Flores, Rafael
	Lorona, Ernestinie
Miami Unified School District (4 Year Term)	Term Ends 2024
	Licano, Paul
	Mancha, Ruben
Payson Unified School District	Term Ends 2024
- ,	Hogie, Audry
	Marinelli, Michell
	Underwood, Barbara
Pine Strawberry School District (4 Year Term)	Term Ends 2024
Time enamedry echeer Bleanet (1 Tear Term)	Cazel, Thomas
	Parker, Margaret
	, J.,
Tonto Basin (4 Year Term)	Term Ends 2024
	Ewing-Thorpe, Stormi
	Gassaway, Nancy
	Sopeland, Laci
	Wilbanks, Dennis
Young	Term Ends 2024
	Bruzzi, James
	Chapman, Linda
	Hageman, Polly
	McGill, Guy

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

- A. Candidates for the district board must file nominating petitions, conforming to section 16-314, with the appropriate county officer.
- B. Members of the district board shall be elected at the time and place, and in the manner, of general elections as provided in title 16.
- C. If only one person files a nominating petition or nomination paper for a write-in candidate for an election to fill a community college board office, the county school superintendent no earlier than seventy-five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for a candidate or for a write-in candidate for an election to fill a community college board office, the county board of supervisors no earlier than seventy-five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-1441. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.
- D. The county school superintendent and the chairman of the board of supervisors shall meet on the seventh day following the election to canvass the returns in accordance with procedures for the canvass of returns in a general election. The county school superintendent shall declare the results of the election, declare elected the person receiving the highest number of votes for each office to be filled and issue to that person a certificate of election.
- E. All candidates for the office of community college district governing board member shall file with the clerk of the board of supervisors a statement of contributions and expenditures as provided in section 16-926.

- 15-424. Election of governing board members; terms; statement of contributions and expenditures
- A. A regular election shall be held for each school district at the time and place, and in the manner, of general elections as provided in title 16.
- B. Except as provided in subsection C of this section and sections 15-429 and 15-430, the term of office for each member shall be four years from January 1 next following the member's election.
- C. At the first general election held for a newly formed district, three members shall be elected. The candidate receiving the highest number of votes shall be elected to a four year term, and the candidates having the second and third highest number of votes shall be elected to two year terms. A district increasing its governing board to five members shall elect at the next general election members in the following manner:
- 1. If one of the previous three offices is to be filled, the three candidates receiving the highest, the second highest and the third highest number of votes shall be elected to four year terms.
- 2. If two of the previous three offices are to be filled, the candidates receiving the highest, the second highest and the third highest number of votes shall be elected to four year terms. The candidate receiving the fourth highest number of votes shall be elected to a two year term. Thereafter all such offices shall have four year terms.
- D. If only one person files a nominating petition or nomination paper for a write-in candidate for an election to fill a district office, the board of supervisors no earlier than seventy-five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for an election to fill a district office, the board of supervisors no earlier than seventy-five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-302. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.
- E. If two or more candidates receive an equal number of votes for the same office, and a higher number than any other candidate for that office, whether upon the tally by the school election board or canvass of returns by the board of supervisors, or upon recount by a court, the officer or board whose duty it is to declare the result shall determine by lot and in the presence of the candidates which candidate shall be declared elected.
- F. Position of the names of candidates for each office shall be rotated so that each candidate occupies each position on the ballot an equal number of times, insofar as is possible, for each ballot style. For candidates seeking election to fill a vacancy on the governing board, the ballot shall be designated as provided in section 16-502.
- G. This section does not require that a school election at which no member is to be elected be held on a general election day.
- H. All candidates for the office of school district governing board member shall file with the county school superintendent a statement of contributions and expenditures as provided in section 16-926.

16-410. Cancellation of certain elections; appointment to office; filling vacancies

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

- B. A person who is appointed pursuant to subsection A of this section is fully vested with the powers and duties of the office as if elected to that office.
- C. If no nomination petitions for a candidate and no nomination papers for a write-in candidate have been filed to fill the position for which the election was being held, the position is deemed vacant and shall be filled in accordance with laws governing the filling of those vacancies.
- D. Canceled elections shall not appear on any ballot, but if a withdrawal or disqualification of one or more candidates results in the cancellation of an election after the ballots have been printed, the results of any vote for that office shall not be canvassed.

ARF-6239

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Finance

Fiscal Year: 2021 Budgeted?: Yes

Contract Dates 09-25-18 to 09-24-25 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request for renewal of contract with Caterpillar for one new 120M2 AWD Blade from Empire Caterpillar.

Background Information

On August 7, 2018, the Board of Supervisors approved the use of the Sourcewell (NJPA) contract 032515-CAT which allows Gila County to purchase goods and services with discounts. The blade that will be replaced will be J-1 which is 32 years old. The frequent break-downs and extra expense is not a good business practice. After 32 years, the wear and tear of frequent heavy equipment use just costs more.

Consolidated Roads traded in a 1986 CAT 120G Motor Grader (J-1) that Gila County bought used in 1993 for \$54,942. The life-to-date hours are 10,028 and we have spent \$116,146 in maintenance and repairs, which includes everything except fuel. The repair costs have escalated and the reliability has decreased so was time to replace it.

Evaluation

In July 2020, the Sourcewell CAT Contract number was changed to 032119-CAT and was approved by the Board for use using the same type discounts. The discount of 34% from Caterpillar under the Sourcewell-NJPA Contract 032119-CAT when purchasing a new piece of equipment, combined with the discount from Empire Machinery is quite a savings. This purchase is for seven (7) years with an option to keep it or exercise the Client Guaranteed Buy Back at \$90,240 and used less than

7,000 hours.

Public Works purchased the machine utilizing Caterpillar Financial. The breakdown of the for this September 2020 payment is:

\$19,891.08 Principle Payment

\$ 9,988.26 Interest

\$ 2,360.46 Sales Tax 7.9%

\$32,239.80 Total Payment FY2021

The Board approved this transaction, and the first payment for J-021 was paid on September 26, 2018. The subsequent payment was made in September 2019.

Conclusion

According to A.R.S. § 11-651, the Board must reaffirm its position on the purchase contract each fiscal year. Public Works is requesting the Board of Supervisors to approve the 3rd budgeted payment for this machine in September 2020 to be paid from the Half-Cent Transportation Excise Tax Fund.

Recommendation

The Public Works Director and Finance Director recommend the Board approve the continued payments of the Caterpillar 120M2 AWD Blade with financing through Caterpillar Financial and approve payment of \$32,239.80 in September 2020.

Suggested Motion

Approval for the continued use of the Sourcewell Contract No. 032119-CAT financing a 2018 Model 120M2 AWD Caterpillar Motor Grader serial number M9H00559 using Caterpillar Financial Services Corporation for the payment of \$32,239.80 in September 2020.

Attachments

Signed CAT Finance Agreement for Motor Grader Sept 2018

Amortization Schedule 001-0939593-000

ARS 11-651



Finance Proposal



			CUSTOMER				
Name: GILA CO	DUNTY, AZ						
State	1400	AZ 85501	Fur	knowledged by added by			Oct-11-18 Oct-11-18
EMDIDE COLUM	INVECT LLC		DEALER =	ımber			604-8454
Dealer contact Telephone	1.50 - 50.005.00 - 50.005.006 - 50.005.006 - 50.005.006	FINA	Fax num Quote de Quote ti	the			09/11/2018 17:47:34
This is Caterpilla subject to credit	ar Financial Services of approval, execution of	Corporation's confin f documentation, an	mation of the follow d execution and ap	wing finance prop proval of the appl	osal. This is a lication survey	proposal only	and is
Number of paym	nentsGG		•	byreated by			connoem h160cet
Me	Ann. odel Hours Qty	Sale PriceI	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New 120M2A	WD 1000 1	266,114.00	21,350.00	245,214.00	29,879.34	90,240.00	5.0500
Attachn	Number - M9H00559, nents-Cab, Air Condi Blades/Buckets/Ripper	tioning, Tires; Blade			er;		
New 120M2A	WD 3,094.15	32,973.49					
	insurance is provided and is not an offer to co			ny (Provided by V	Westchester In	surance Comp	any in
		С	ONDITIONS	5			
	The customer must p insurance carrier satis as applicable, and a c CFSC.	sfactory to CFSC. C vertificate of insuran	CFSC must be name ce, in form and sub	ed on the policies, stance acceptable	, as loss payee to CFSC, mus	and additiona st be provided	l insured, to
Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount. Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the							
	United States at all times. Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.						
be withdrawn or transaction or to	onditions outlined her modified by Lessor a provide financing, an may only be extended in CFSC.	at anytime. This pro nd does not create ar	posal does not repr ny obligation for Cl	resent an offer or FSC. A commitm	commitment b tent to enter in	y CFSC to en to the transact	ter into a
			Financial Services of Avenue, Nashvil (615)-341-1000				
We appreciate the	he opportunity to prov	vide you a proposal	for this transaction.				
Proposed by:			Acknowledge	d by:			

Caterpillar Financial Services Corporation

Finance Proposal

	9/25/18
Caterpillar Financial Services Corporation	GILA COUNTY, AZ Date
	Tim. R. Humphrey, Chairman
	ATTEST
	Marian Sheppard, Clerk of the Board
	APPROVED AS TO FORM Jefferson R. Dalton Deputy Gila County Attorney, Civil Bureau Chief

EXHIBIT 2 Concluding Payment Schedule to Governmental Agreement

Quote number		 	604-8454
	Dated	, 20	

between Caterpillar Financial Services Corporation and GILA COUNTY, AZ

Description of Unit: 1 Caterpillar 120M2AWD serial # M9H00559

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.05000%	Concluding Payment (*)
Mude	Durance	7 Milouit	Dunoon	2.0200070	r ujinon ()
1	245,214.00	29,879.34	0.00	0.00	215,334.66
2	215,334.66	29,879.34	0.00	10,874.40	196,329.72
3	196,329.72	29,879.34	0.00	9,914.64	176,365.02
4	176,365.02	29,879.34	0.00	8,906.43	155,392.11
5	155,392.11	29,879.34	0.00	7,847.30	133,360.07
6	133,360.07	29,879.34	0.00	6,734.69	110,215.42
7	110,215.42	29,879.34	0.00	5,565.87	85,901.95
8	85,901.95	0.00	90,240.00	4,338.05	0.00
		209,155.38	90,240.00	54,181.38	

(*) Does not include any rent payment or other amount then due.

Initialed

(Lessee)



Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

- A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.
- **B.** Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official
- C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.
- D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have compiled with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.
- E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

 IRS Form 8038G

http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

Form No. RPSIONCOV 60/88454 09:11/2018 5:27 PM CT

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE) Transaction Number 3558441 Quote Number 6048454



These documents were prepared especially for:

GILA COUNTY, AZ 1400 E. ASH STREET GLOBE, AZ 85501

Dealer: EMPIRE SOUTHWEST, LLC, H160.1LKE

Date: 09/11/2018 Time: 5:27 PM

Comments:

Custom	er Executed Documents	Comments
_		
X	Lease Purchase Document	
	Delivery Certification	
X	Insurance Verification	
Ŏ	8038G or 8038GC	
X	Advance Payment (cross out if N/A)	
$\overline{\mathbf{X}}$	Customer Information Verification	· · · · · · · · · · · · · · · · · · ·
	Tax Exemption Certificate	N/A
\boxtimes	Any necessary Riders/Amendments	Empire Guaranteed Buy Back and Return Conditions
X	Lessee's Resolution + Minutes of Meeting OR	
X	Opinion of Lessee's Counsel	
	Copy of Driver's License (Sole Proprietorships and Individuals)	N/A
	marvicuaisy	
Dealer	Executed Documents	Comments
	Purchase Agreement	
	Dealer Invoice	
	All Credit Conditions Met	

*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.



Governmental Equipment Lease-Purchase Agreement Transaction Number 3558441



1 PARTIES

LESSOR ("we", "us", or "our"):
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"): GILA COUNTY, AZ 1400 E. ASH STREET GLOBE, AZ 85501

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 120M2AWD Caterpillar Motor Grader	M9H00559	\$29,879.34	\$90,240.00	

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$29,879.34 will be paid in advance and the balance of the Lease Payments is payable in 7 successive annual payments of which the first 6 payments are in the amount of \$29,879.34 each, and the last payment is in the amount of \$90,240.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each year thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Вох 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.05% per annum.

4. Late Charges If we do not receive a Payment on the date it is due, you will

- pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.
- 7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

- 8. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, Injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- Insurance; Loss and Damage You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
- 12. Default; Remedies An "Event of Default" will occur if (a) you fail to pay any

- Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
- 13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
- 14. Title; Return of Units Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
- 15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
- 16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES	A STATE OF THE PARTY OF THE PAR
SIGNATURES	
LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	GILA COUNTY, AZ
Signature	Signature 14 P. Pleas Tim R. Humphrey
Name (print)	Name (print)
Nielah Burnett Title Documentation Manager	Title Chairman
Date 9 20118	DateSeptember 25, 2018

CUSTOMER INFORMATION VERIFICATION

(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new	contract:	
Current Information on file		Please make corrections here
Customer Name:	GILA COUNTY, AZ	
Physical Address:	1400 E. ASH STREET	
	GLOBE, AZ 85501	
Mailing Address:	1400 E. ASH STREET	
	GLOBE, AZ 85501	
Equipment Location:	1400 E ASH STREET	Tonto Basin Yard
	GLOBE, AZ 85501, GILA	Tonto Basin, AZ 85553
Business Phone:	(928)402-8516	(928) 402-8521
E-mail Address:	SCOONS@CO.GILA.AZ.US	scoons@gilacountyaz.gov
Accounts Payable Contact Name and Phone: Tax Information		Amber Warden, (928) 402-8777
Sales Tax Rate:	6.6	
(Please note: Sales Tax Ra	ate, includes all applicable State, County, and C	ity sales tax)
City Limits	Asset outside the City Limits? Yes \underline{X}	. No
Tax Exemption Status	CONTRACTOR OF THE PARTY OF THE	THE THE PARTY OF T
Please indicate if you are tax	x exempt. Exempt* Non-Exempt	
*A Tax Exemption Certificate to be	ate is required for all tax exempt customers. o returned with your documents.	If you are tax exempt - please enclose a current tax
Electronic Copy Available L	Jpon Funding	
If you would like an electron	ic copy of your contract, please provide a valid e	email address below (one letter per line).
		·
The information above has	heen reviewed and is accurate to the hest of m	y knowledge with exception of any corrections as noted.
	es apply to ALL of your contracts, OR for this	
☐ ALL CONTRA ☐ THIS CONTRA	CTS	CONTROL ONL 4 7
THE ABOVE INFORMATIO OF ANY CORRECTIONS A		E TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION
		Customer Initials

Data Privacy Notice:

This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.





9/6/2018

Gila County Public Works 745 N. Rose Mofford Way Globe, AZ 85501 Attn: Shannon Coons

Re: Empire Guaranteed Buy Back and Return Conditions

Caterpillar Model; 120M2 AWD Motor Grader Serial #0M9H00559 (the "Equipment")

Dear Shannon Coons:

This letter is to confirm the terms of the agreement between Empire Southwest, LLC ("Empire") and Gila County ("Client") regarding the Equipment referenced above. Empire has agreed to give Client a Guaranteed Buy Back of \$ 90,240.00 on the Equipment at the end of 7 years from the date the machine is invoiced or 7,000 hours, whichever occurs first (the "Buy Back Period"). Any late charges, prepayment penalties, liens, or other fees owed to any lender are the responsibility of the Client and must be paid by Client prior to the return of the Equipment to Empire. The Equipment must be returned free of any and all liens and encumbrances. Client must give Empire 30 days advance written notice of its intent to return the Equipment to Empire and must, at its own cost, return the Equipment to an Empire location during Empire's normal business hours.

Client agrees that the Equipment must meet the following guidelines upon its return to Empire:

- ➤ Be returned in the same configuration, including all attachments, as when initially delivered.
- ➤ Be cleaned, and all switches, monitoring systems, gauges, control levers, pedals, radio (if applicable), mirrors, seats, insulation, and other components must be complete and in good working order.
- > Be free from all oil, hydraulic, fuel, and coolant leaks.
- > Be in good operating condition without mechanical defects.
- ➤ Have had all weld repairs completed by a certified welder using Caterpillar repair guidelines/specifications.
- Not have been subject to accidents, fire, theft, vandalism, or acts of God.

- ➤ Have been operated and maintained in accordance with Caterpillar Lubrication, Preventative Maintenance and Owner and Operator Manuals.
- ➤ Have been enrolled in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program for the entire Buy Back Period, and all fuels, lubricants, additives, and radiator water must be clean and in compliance with Caterpillar recommended standards.
- ➤ Have been operated only in the applications for which it was designed.
- All window glass must be clear and free from cracks and major pits; all window frames, doors, and weather stripping must be complete; and all service compartment covers and doors, fenders, and other flat metal or plastic must be in good working order and free from dents and cracks. No bent sheet metal.
- All standard Caterpillar and non-Caterpillar safety items must be complete and in good working order, including, but not limited to, the roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, and warning alarms.
- ➤ All electrical components, including, but not limited to, batteries, alternators, wiring harness, drive belts, lighting and air conditioning systems must be complete and in good working order.
- All repairs made to main structures, including, but not limited to, main frames, booms, sticks, and buckets must be accomplished in accordance with the factory recommended materials and repair procedures.
- ➤ All ground engaging tools, including, but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps must have good structural integrity and have fifty percent (50%) minimum remaining life.
- ➤ All track and rubber belted Equipment must have a minimum of fifty percent (50%) remaining life on each and every component, including, but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts cannot have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting this requirement.
- All rubber tire Equipment must have a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

Empire retains the right to review any and all repair and maintenance records during the Buy Back Period. A full Equipment inspection may be conducted upon return of the Equipment. Client agrees it will be responsible for any damage other than normal wear.

Client may not assign this letter agreement without Empire's prior written consent.

Client will be invoiced for the parts and labor required to bring the Equipment into compliance with the above guidelines based on Empire's prevailing parts and labor rates. By signing below, Client confirms its acceptance of the terms of the Guaranteed Buyback outlined above.

Best Regards,
John Helms
Vice President Chief Financial Officer
ACCEPTED AND AGREED TO:
Client Name: Gila County Board of Supervisors
Signature: Jui Rille
Printed Name:
Title: Chairman
Date: September 25, 2018
ATTEST Record
Marian Sheppard, Clerk of the Board
APPROVED AS TO FORM
Defferson Ractor
Jefferson R. Dalton,

Deputy Gila County Attorney, Civil Bureau Chief



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Arizona (the "State") authorize GILA COUNTY, AZ (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
Tim R. Humphrey	Chairman
Marian Sheppard	Clerk of the Board
Jefferson R. Dalton	Deputy Gila County Attorney, Civil Bureau Chief

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

Tim R. Humphrey MARIAN SHEPPARD Challenge of the Board

of GILA COLINTY AZ certify that the resolutions above a

I, The Resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature:
Chairman of the Board
September 25, 2018

om No. GOVAUTH 6048454 09H 1/2018 5:27 PM CT





Les		

LESSOR (we):

LESSEE (you):

CATERPILLAR FINANCIAL SERVICES CORPORATION 2120 West End Avenue

Nashville, TN 37203-0001

GILA COUNTY, AZ 1400 E. ASH STREET GLOBE, AZ 85501

Subject: Insurance Coverage Requirements

The above-named Lessor and Lessee have entered into Government Number 3558441 (the "Agreement"). In accordance with the Agreement Arthur J. Gallagher & Co., Insurance Brokers of CA, Inc.	Lessee has instructed the insurance agent named below:
18201 Von Karman Ave., Suite 200, Irvine, CA 92612	
Address:	
Phone No: (949) 349-9857	
Agent's Name: Nasreen Kopecky	

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

- b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.
- 2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee,

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 120M2AWD	Caterpillar Motor Grader	M9H00559		\$268,086.04

SIGNATURES

LESSEE

GILA COUNTY, AZ

Signature

Tim R. Humphrey

Name (print)

Chairman

Title

Date

September 25, 2018





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	this certificate does not confer rights	to the	certi	ificate holder in lieu of su	ıch end	orsement(s)				
	RODUCER				CONTAC NAME:	Nasreen K	opecky			
1	Arthur J. Gallagher & Co. nsurance Brokers of CA.Inc LIC #072	ഭാവാ	1	İ		Ext): 949-349		FAX (A/C, No):		
	18201 Von Karman Ave Suite 200	0293	•				kopecky@ajg			
	rvine CA 92612							DING COVERAGE	Ī	NAIC#
'					INSURE		Counties Insu			32603
IN	NSURED	ARIZO	OU-01		INSURE		304.16.00			02000
(Gila County									
1	Attn: Risk Management Department				INSURE					
	1400 E. Ash Street Globe AZ 85501				INSURE					
۱`	Globe AZ 8330 I				INSURE					
L					INSURE	RF:		DEVICION NUMBER		
	COVERAGES CEI THIS IS TO CERTIFY THAT THE POLICIE			NUMBER: 100341962	(C. DEC)	LICCUED TO		REVISION NUMBER:	IE DOI	ICY DEDICE
	INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF	REMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER D DESCRIBED	OCUMENT WITH RESPEC	TO Y	WHICH THIS
ΙΝ	ISR	ADDL	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
$\overline{}$	A COMMERCIAL GENERAL LIABILITY	INSD	WVD	ACIP070118		7/1/2018	7/1/2019	EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR	11522						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$	
H	A AUTOMOBILE LIABILITY			ACIP070118		7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
l	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
1	X Physical Dmg							Comp/Coll Ded.	\$ 1,500/	\$1.500
H	Triyotour bring	-						EACH OCCURRENCE	\$.,
l	- Joseph Joseph							AGGREGATE	\$	
	OB MINO III/IB							AGGREGATE	\$	
┝	DED RETENTION \$ WORKERS COMPENSATION							PER OTH- STATUTE ER	Đ	
	AND EMPLOYERS' LIABILITY								•	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
l	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		
H	DÉSCRIPTION OF OPERATIONS below	+	-					E.L. DISEASE - POLICY LIMIT	\$	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI Re: Agreement #3558441 Caterpillar Financial Services Corporation terms, definitions, conditions and exclusio	inclu							ject to (the policy's
4	CERTIFICATE HOLDER				CANO	ELLATION				
	Caterpillar Financial Serv	ices (Corpe	oration	SHO	OULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
	2120 West End Avenue Nashville TN 37203				AUTHO	RIZED REPRESE	NTATIVE			
	1400114110 114 07 200				14	-S (



Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3558441) (the "Lease") Between GILA COUNTY, AZ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

- Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Arizona (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
- The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
- No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
- 4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
- The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
- 6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
- No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
- 8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
- The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
- 10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
- 11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

Name (PRINT): CHAPLES R. Shipe

Signature: Chelle R. Shipe

Chelle R. Shipe

Address: 1400 E. Ash step-f

Title: Deputy County ATTORNY

Globe, AZ ESSO 1



SIGNATURE

CAT

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at <u>1-800-248-4228</u>, You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$0.00



Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
120M2AWD	Caterpillar Motor Grader	М9Н00559		\$286,114.00	\$18,774.00	\$3,094.15
				Marsha Blanz	tul	
				Marsha Blaisdell, Aut	horized Insurance	e Producer
inderstand	Caterpillar Insurance Service that the total insurance premiuse of \$266,114.00.		will be \$18	,774.00, which is \$2,682	.00 per year bas	sed upon the total
ethod 1	I will finance the insurar The finance charge is ca finance agreement.By c	alculated at 5.05% hoosing Method	per annum and signing	e charges, of \$3,094.15 p on the total insurance pr g this document you are ancial Services Corporatio	emium covering in a greeing to fination	the full term of th
ethod 2	I desire coverage for an signed equipment docum			ay the \$2,682.00 premius	m and return the	payment with the
ethod 3	I will pay the total prem payable to CIC.	ium and return th	ne payment v	vith the signed equipmen	t documents. P	lease make chec
ethod 4	X I decline Caterpillar Insuagent or insurance comp			wn commercial insurance	on the equipme	ent shown from a
	hat the quote I receive is not a ith the terms and conditions of					
isk Insurance	e that I have been notified that, e Extension Act of 2005), any lo be partially reimbursed by the U	sses caused by c	ertified acts o	of terrorism under my polic	y will result in cov	erage under my
	vledge I have been advised to compensation.	nat, if I accept ti	his insurance	e, an appointed licensed	insurance produ	icer will receive
	ame: GILA COUNTY, AZ e: EMPIRE SOUTHWEST,	II.C				
	If you would like a no obliga		ur additiona	il equipment call 1-800.	-248-4228 eyter	nsion 5754



Accepted By:__

Title: Chairman

Name (PRINT): Tim R. Humphrey

Date: 09/25/2018



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 9/14/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

ISSUING INSURER(S),	AUTHORIZED REPRESENTATIVE OR PRO	DUCER, AND THE ADDITIONAL	INTEREST.				
AGENCY	PHONE (A/C, No, Ext): 949-349-9857	COMPANY					
Arthur J. Gallagher & Co. Insurance Brokers of CA.lr 18201 Von Karman Ave, S Irvine, CA 92612	nc LIC #0726293	One Tower Square Hartford CT 06183	Travelers Indemnity Company One Tower Square Hartford CT 06183				
FAX	E-MAIL						
FAX (A/C, No):	E-MAIL ADDRESS: nasreen_kopecky@ajg.com						
CODE:	SUB CODE:						
AGENCY CUSTOMER ID #:		Leanning					
INSURED Gila County Attn: Risk Management De	anartment	LOAN NUMBER		POLICY NUMBER KTKCMB296T6	52218		
1400 E. Ash Street	spartmont	EFFECTIVE DATE	EXPIRATION DATE	CONTINU	JED UNTIL		
Globe, AZ 85501		07/01/2018	07/01/2019		ATED IF CHECKED		
		THIS REPLACES PRIOR EVID	ENCE DATED:				
PROPERTY INFORMATI	ION						
LOCATION/DESCRIPTION	IOIA						
NOTWITHSTANDING AND EVIDENCE OF PROPERT	RANCE LISTED BELOW HAVE BEEN ISSUED Y REQUIREMENT, TERM OR CONDITION O TY INSURANCE MAY BE ISSUED OR MAY P	OF ANY CONTRACT OR OTHER DE ERTAIN, THE INSURANCE AFFO	OCUMENT WITH REPOLI	ESPECT TO WHI CIES DESCRIBE	CH THIS D HEREIN IS		
SUBJECT TO ALL THE TI	ERMS, EXCLUSIONS AND CONDITIONS OF	SUCH POLICIES. LIMITS SHOW	/N MAY HAVE BEEN	REDUCED BY P	AID CLAIMS.		
COVERAGE INFORMAT	TON PERILS INSURED BAS	SIC BROAD X SPECIA	L L				
	COVERAGE / PERILS / FORMS		AMO	UNT OF INSURANCE	DEDUCTIBLE		
Real and Business Persona	al Property - Policy Loss Limit		300,0	00,000	25,000		
Sub-Limits: Contractors/Mobile Equipm Boiler & Machinery				00,000 00,000	25,000 25,000		
ACIP Pool ACP Deductible ACIP Pool B&M Deductible		ane					
REMARKS (Including S	nacial Canditions)						
Re: Agreement #3558441	es Corporation is named as Loss Payee as t	heir interest may appear.					
CANOCILIATION							
	ABOVE DESCRIBED POLICIES BE CANC		ON DATE THEREO	F, NOTICE WILL	BE		
ADDITIONAL INTERES							
NAME AND ADDRESS		ADDITIONAL INSURED	LENDER'S LOSS PA	YABLE X L	.OSS PAYEE		
		MORTGAGEE		- 1			
	inancial Services Corporation						
2120 West E	End Avenue	AUTHORIZED REPRESENTAT	IVE				
Nashville TN	N 37203	102 Ci					
T							

Fraud Warning

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable In CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is quilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ:Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



Form **8038-G** (Rev. September 2011)

Department of the Treasury Internal Revenue Service Information Return for Tax-Exempt Governmental Obligations

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Pa	Reporting Author	ority			If Ame	nded Re	eturn, d	check here	
1	Issuer's name							tification number	
G	ila County, AZ					8	36-6000	444	
3a	Name of person (other than issue	er) with whom the IRS may communica	te about this return (see in	structions)	3b Te	lephone nur	nber of o	ther person showr	n on 3a
4	Number and street (or P.O. box it	f mail is not delivered to street address	s) [Room/suite	5 Re	port numb	er (For IR	S Use Only)	
14	400 E. Ash Street							3	1
6	City, town, or post office, state, a	and ZIP code			7 Da	te of issue			
G	lobe, AZ 85501						09/11/20	118	
8	Name of issue				9 CL	JSIP numbe		710	
C	aterpillar Financial Services	Corporation							
10a	Name and title of officer or other instructions)	employee of the issuer whom the IRS	may call for more informat	ion (see		lephone nu aployee sho		officer or other Da	
Pa	rt II Type of Issue (e	enter the issue price). See	the instructions and	attach sc	hedule.				
11	Education	35 (35 (16) · · · · · · · · ·					11		
12	Health and hospital .	25.120.20.20					12		
13	Transportation	20 120 125 1 1 1 1 1 1 1 1 1 1 1 1 1					13		
14	Public safety						14		
15		sewage bonds)					15		
16						e · 1	16		
17				,			17		
18		vernmental Finance Lease 120M					18	266,114	00
19		or RANs, check only box 19a				▶ □		1125 111	Te l
	If obligations are BANs,	check only box 19b							
20	If obligations are in the f	form of a lease or installment s	sale, check box		* * *				
Par	t III Description of C	Obligations. Complete for t	he entire issue for	which th	is form is	being f	led.		
And the second	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity		(d) Weigh average ma	nted		(e) Yield	
21	2025	\$ 266,114.00	\$ 90,	240.00	7	vears		5.0	5 %
Par	t IV Uses of Proceed	ds of Bond Issue (includin	g underwriters' d	iscount)	,			- 70
22	Proceeds used for accru	ued interest					22		
23	Issue price of entire issu	ie (enter amount from line 21,	column (b))				23		
24		issuance costs (including under					I NE		
25	Proceeds used for credi	t enhancement		25					
26	Proceeds allocated to re	easonably required reserve or	replacement fund .	26					
27	Proceeds used to currer	ntly refund prior issues		27			NET-		
28	Proceeds used to advar	nce refund prior issues		28			1		
29		igh 28)					29		
30		of the issue (subtract line 29 f					30		
Par	TV Description of R	Refunded Bonds. Complete	e this part only for	refundin	g bonds.			·	
31		ghted average maturity of the				. 🕨		V	ears
32		ghted average maturity of the			d. 🐰 ,	. 🕨 🗓			ears
33		hich the refunded bonds will b	,	YY)	F 8 1	. ▶			
34		unded bonds were issued ► (N							
For I	Paperwork Reduction Act	t Notice, see separate instru	ctions.		Cat. No. 637	738	Form 8	038-G (Rev. 9	-2011)

D	_	
raq	е	4

	-G (nev. a			//
art VI	Mis	scellaneous		35
5 E	Inter the	e amount of the state volume cap allocated to the issue under section 141(b)(5)	nt contrac	, 55
6a E	enter the	e amount of gross proceeds invested or to be invested in a guaranteed investme to instructions)	in contrac	36a
			S 2 15 15	July
		e final maturity date of the GIC >		
C E	Enter the	e name of the GIC provider inancings: Enter the amount of the proceeds of this issue that are to be used to	make loar	ne
7 F	Pooled f	inancings: Enter the amount of the proceeds of this issue that are to be used to governmental units.		37
t	o other	governmental units	□anda	
			□ and e	inter the following monnation.
b E	Enter the	e date of the master pool obligation		
C E	Enter the	e EIN of the issuer of the master pool obligation ▶		
d E	Enter the	e name of the issuer of the master pool obligation suer has designated the issue under section 265(b)(3)(B)(i)(iII) (small issuer exception)	tion) chec	k hox
) l	f the iss	suer has designated the issue under section 200(b)(b)(i)(iii) (small issue excep- suer has elected to pay a penalty in lieu of arbitrage rebate, check box	,, 011601	
	f the iss	suer has elected to pay a penalty in lieu of arbitrage rebate, check box $\frac{1}{2}$. Since $\frac{1}{2}$ but $\frac{1}{2}$ and enter the following information	n:	
			• • •	
		f hedge provider ►		
		hedge -		
d i	Term of	hedge ► suer has superintegrated the hedge, check box		
2 !	If the iss	suer has superintegrated the nedge, check box. suer has established written procedures to ensure that all nonqualified box	nds of this	s issue are remediated
}	If the is	ng to the requirements under the Code and Regulations (see instructions), check	cbox	
	accoron	suer has established written procedures to monitor the requirements of section	48. check	box
	If the iss	portion of the proceeds was used to reimburse expenditures, check here	and enter	the amount
5a	If some	portion of the proceeds was used to reimburse experialitares, chesivities of pursement		
b	Enter th	e date the official intent was adopted ►		
		Under penalties of perjury, I declare that I have examined this return and accompanying schedules an	d statements.	and to the best of my knowledge
gnat	ture	and belief they are true, correct, and complete. I further declare that I consent to the IRS's disclosure	of the issuer	s return information, as necessary to
gna. id	tare	average this retuited to the Agreen that I have authorized above.		
onse	ent (Signature of squer's eurhorized representative Date Typ	ery and	pringer tinance lin
,,,,,,	-111	Signature of super's authorized representative Date Type	e or print nam	Springer Finance Dire
		Print/Type preparer's name Preparer's signature Date		Check if PTIN
aid				self-employed
	arer	Firm's name	Firm's	EIN ►
	aniv l	Film stigme -	Dhana	
se (Jilly	Firm's address ►	Phone	no.

Caterpillar Financial Services Corporation

INVOICE

Page Date Invoice No.
1 09/11/2018 LSAP-456048454-1

GILA COUNTY, AZ 1400 E. ASH STREET GLOBE, AZ 85501

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 120M2AWD Caterpillar Motor Grader	M9H00559		Upon Receipt.	1	\$29,879.34
Sales and Use Tax					\$1,972.04
Document Fee					\$0.00
Filing Fee					\$0.00
Stamp Fee			悉		\$0.00
Other Fees					\$0.00
Freight Fee					\$0.00
WITHOUT THE APPROPRIATE TAX EXEM TAX WILL BE CHARGED.	PTION CERTIFICATE, APPI	LICABLE SALES AND/OR USE			

PLEASE PAY THIS AMOUNT

\$31,851.38

Invoice No. Total Enclosed LSAP-456048454-1 \$

GILA COUNTY, AZ 1400 E. ASH STREET GLOBE, AZ 85501

Remit To:

Caterpillar Financial Services Corporation

5th Floor Document Services

Doc Specialist: EMPIRE SOUTHWEST, LLC

2120 West End Ave. Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.





EMPIRE SOUTHWEST, LLC 1725 COUNTRY CLUB DRIVE P. O. BOX 2985 PHOENIX AZ 85602

Reference:

GILA COUNTY, AZ

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION DOCUMENTATION DEPARTMENT





Caterpillar Financial Services Corporation 2120 West End Ave P.O. Box 340001

Nashville, TN 37203 - 0001 +1-800-651-0567

Contract: 001-0939593-000

Account Name: GILA COUNTY, AZ

 Contract Rate:
 5.049 %

 Term:
 96 Months

 Today's Date:
 08/26/2020

IMPORTANT!

This amortization schedule is intended to be used as a guide and for reference purposes only. It is not binding on Caterpillar Financial Services Corporation. The schedule is based on contract details at the commencement of your contract and assumes that all payments have been made and will be made on their due date. The actual figures may vary if any payments were made or are made after their due date or if a payment is received on a non business day. Please contact the customer service team at Caterpillar Financial Services Corporation if you require any further assistance.

Amortization

Payment Number	Amortized Date	Payment Amount	Interest	Principal	Ending Balance
1	09/28/2018	\$29,879.34	\$0.00	\$29,879.34	\$215,334.66
2018 Total		\$29,879.34	\$0.00	\$29,879.34	
2	09/28/2019	\$29,879.34	\$10,040.27	\$19,839.07	\$195,495.59
2019 Total		\$29,879.34	\$10,040.27	\$19,839.07	
3	09/28/2020	\$29,879.34	\$9,988.26	\$19,891.08	\$175,604.51
2020 Total		\$29,879.34	\$9,988.26	\$19,891.08	
4	09/28/2021	\$29,879.34	\$8,983.77	\$20,895.57	\$154,708.94
2021 Total		\$29,879.34	\$8,983.77	\$20,895.57	
5	09/28/2022	\$29,879.34	\$7,928.54	\$21,950.80	\$132,758.14
2022 Total		\$29,879.34	\$7,928.54	\$21,950.80	
6	09/28/2023	\$29,879.34	\$6,820.03	\$23,059.31	\$109,698.83
2023 Total		\$29,879.34	\$6,820.03	\$23,059.31	
7	09/28/2024	\$29,879.34	\$5,655.53	\$24,223.81	\$85,475.02
2024 Total		\$29,879.34	\$5,655.53	\$24,223.81	
8	09/28/2025	\$90,240.00	\$4,764.98	\$85,475.02	\$0.00
2025 Total		\$90,240.00	\$4,764.98	\$85,475.02	
Grand Total:		\$299,395.38	\$54,181.38	\$245,214.00	

8/18/2020 View Document

VIEW DOCUMENT

The Arizona Revised Statutes have been updated to include the revised sections from the 54th Legislature, 1st Regular Session. Please note that the next update of this compilation will not take place until after the conclusion of the 54th Legislature, 2nd Regular Session, which convenes in January 2020.

DISCLAIMER

This online version of the Arizona Revised Statutes is primarily maintained for legislative drafting purposes and reflects the version of law that is effective on January 1st of the year following the most recent legislative session. The official version of the Arizona Revised Statutes is published by Thomson Reuters.

11-651. Lease-purchase agreements; terms and conditions

The board of supervisors of a county may enter into agreements for the lease-purchase of equipment for a period in excess of one year under the following terms and conditions:

- 1. The lease-purchase agreement shall be executed for the period of one fiscal year only and, if a longer period is needed to complete purchase of the equipment, the board of supervisors shall have the right, at the end of each fiscal year, to enter into an agreement for continuation of the agreement for succeeding one-year periods until complete payment has been made.
- 2. If, at the end of the first one-year period and prior to payment of the total purchase price, the board of supervisors does not agree to a continuation of the lease-purchase agreement, the seller may repossess the equipment and the agreement shall be deemed terminated.

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Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted By: Marian Sheppard, Clerk of the Board

<u>Department:</u> Clerk of the Board of Supervisors

<u>Information</u>

Request/Subject

Correctional Officers Retirement Plan (CORP) Local Boards

Background Information

The powers and duties of the CORP Local Board for Detention Officers and Non-Uniformed Officers, and the CORP Local Board for Dispatchers is outlined in A.R.S. § 38-893. Each board is comprised of 5 members of which one member is the Chairman of the Board of Supervisors (BOS) or the Chairman's designee who is approved by the BOS as Chairman; 2 members who are elected by secret ballot by members employed by the participating county in a designated position; and 2 citizens, one of whom shall be the head of the merit system (Gila County Personnel Commission) appointed by the BOS.

For both CORP Local Boards, a term of office ended on December 31, 2019 for a member elected by Plan members. Elections were held and on August 12, 2020, the election results were declared official by the CORP Local Board for Dispatchers resulting in Yvette Baxley being re-elected for the term of office that began on January 1, 2020 through December 31, 2023. Her effective start date for this term was August 12, 2020. Also on August 12, 2020, the CORP Local Board of Detention Officers and Non-Uniformed Officers declared the election results official resulting in Jonica Flores being elected for the term of office that began on January 1, 2020 through December 31, 2023. Her effective start date for this term was August 12, 2020.

Evaluation

To ensure that the list of board members is accurate and up to date, the BOS officially "acknowledges" those newly elected members of the respective CORP Local Boards.

Conclusion

The BOS needs to acknowledge the re-election of Yvette Baxley to the CORP Local Board for Dispatchers for the term of office that began on January 1, 2020 through December 31, 2023; and the election of Jonica Flores to the CORP Local Board for Detention Officers and Non-Uniform Officers for the term of office that began on January 1, 2020 through December 31, 2023.

Recommendation

It is recommended that the BOS acknowledge the elected members for the respective CORP Local Boards.

Suggested Motion

Acknowledgment of the re-election of Yvette Baxley to the Correctional Officers Retirement Plan (CORP) Local Board for Dispatchers for the term of office ending on December 31 2023; and the election of Jonica Flores to the CORP Local Board for Detention Officers and Non-Uniformed Officers for the term of office ending on December 31, 2023.

Attachments

CORP Local Board for Dispatchers Member List

CORP Local Board for Detention Officers and Non-Uniformed Officers

Member List

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS

(Proposed to the BOS on 9/15/20)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Woody Cline (appointed by BOS as Chairman)	В	A (12/17/19)	-	01/01/17-12/31/20 BOS reviews appointment on a yearly basis.	01/01/17-12/31/20 Coincides with Supervisor's term.
David Lagunas (citizen appointed by BOS)	В	A (04/03/18)	-	04/03/18-12/31/21	01/01/18-12/31/21
Jaime Escobedo* (citizen appointed by BOS)	В	A (01/21/20)	-	01/21/20-12/31/23	01/01/20-12/31/23
Belinda Licano (elected by Plan members)	С	C (04/16/19)	1 year, 8 months	02/28/19-12/31/21	01/01/18-12/31/21
Yvette Baxley (elected by Plan members)	С	C (09/15/20) 8-12-20 - Election results declared official by CORP Local Board	-	08/12/20-12/31/23	01/01/20-12/31/23

^{*}Mr. Escobedo is the Chairman of the Personnel Commission through 12/31/23 and must be represented on this board.

¹ Appointment Information:

- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent "Citizens" and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS "acknowledges" those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member's and 1 Citizen's term of office will end on the same date; and the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-FOR GILA COUNTY SHERIFF'S OFFICE DETENTION OFFICERS AND NON-UNIFORMED OFFICERS

(Proposed to the BOS on 9/15/2020

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Tim Humphrey (appointed by BOS)	В	A (12/17/19)	-	01/01/17-12/31/20 BOS reviews appointment on a yearly basis.	01/01/17-12/31/20 Coincides with Supervisor's term.
David Lagunas (citizen appointed by BOS)	В	A (04/03/18)	-	04/03/18- 12/31/21	01/01/18-12/31/21
Jaime Escobedo* (citizen appointed by BOS)	В	A (01/21/20)	-	01/21/20-12/31/23	01/01/20-12/31/23
Jonica Flores (elected by Plan members)	С	A (09/15/20) 8-12-20 – Election results declared official by CORP Local Board	-	08/12/20 - 12/31/23	01/01/20-12/31/23
David Kell (elected by Plan members)	С	A (11/20/18)	-	10/18/18-12/31/21	01/01/18-12/31/21

^{*}Mr. Escobedo is the Chairman of the Personnel Commission through 12/31/23 and must be represented on this board.

¹ Appointment Information:

- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member is the chairman of the Board of Supervisors (BOS), or the chairman's designee who is approved by the BOS, as chairman, 2 members who are elected by secret ballot by members employed by the participating county in a designated position, and 2 citizens, one of whom shall be the head of the merit system appointed by the BOS. The BOS "acknowledges" the elected members.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member's and 1 Citizen's term of office will end on the same date; and the other Member's and Citizen's term of office will end on the same date 2 years apart from the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-6256

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 09/15/2020

Submitted By: Marian Sheppard, Clerk of the Board

<u>Department:</u> Clerk of the Board of Supervisors

<u>Information</u>

Request/Subject

Gila County Planning and Zoning Commission Appointment

Background Information

Mr. Terry Otts resigned from the Gila County Planning and Zoning Commission (Commission). His term of office will expire on December 31, 2022. Mr. Otts was representing Supervisor Humphrey's district. Supervisor Humphrey would like Sammi Jenkins-Cooper to serve as Mr. Otts replacement through the end of the term of office. Ms. Jenkins-Cooper has accepted the offer to serve on the Commission.

Evaluation

If approved by the Board of Supervisors, Ms. Jenkins-Cooper will fulfill Mr. Otts' unexpired term of office which ends on December 31, 2022, and she will represent Supervisorial District 2.

Conclusion

Per the statutory requirement, the Board of Supervisors has the authority to appoint members to the Planning and Zoning Commission. The Board of Supervisors needs to vote to appoint Sammi Jenkins-Cooper to the Commission to fulfill Mr. Otts' unexpired term of office which ends on December 31, 2022.

Recommendation

Supervisor Tim Humphrey recommends the appointment of Sammi Jenkins-Cooper to the Commission to fulfill Mr. Otts' unexpired term of office.

Suggested Motion

Approval to appoint Ms. Sammi Jenkins-Cooper to the Gila County Planning and Zoning Commission to fulfill Mr. Terry Otts' unexpired term of office that ends on December 31, 2022.

Attachments Planning and Zoning Commission Member List

GILA COUNTY PLANNING AND ZONING COMMISSION

(Proposed to the BOS on 9-15-20)

Name of Member & Appointment Info.1	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Mary Lou Myers (resident of unincorporated GC)	A-District 1	C (02/07/17)	4 years, 9 months	01/01/17-12/31/20	01/01/17-12/31/20
Dean Pederson (resident of unincorporated GC)	A-District 1	B (08/04/20) Randy Slapnicka	-	08/04/20-12/31/22	01/01/19-12/31/22
Jim Muhr (resident of incorporated municipality)	A-District 1	A (11/13/18)	-	11/13/18-12/31/20	01/01/17-12/31/20
Bryan Goslin (resident of unincorporated GC)	A-District 2	A (02/18/20) Bill Marshall	-	02/18/20-12/31/22	01/01/19-12/31/22
Terry Otts (resident of unincorporated GC)	A-District 2	C (10/30/18)	1 year, 10 months Resigned 8-26-20	01/01/19-12/31/22	01/01/19-12/31/22
Sammi Jenkins-Cooper (resident of unincorporated GC)	A-District 2	B (09/15/20) Terry Otts	-	09/15/20-12/31/22	01/01/19-12/31/22
Lori Brown (resident of unincorporated GC)	A-District 2	A (03/07/17)	9 years, 7 months (resigned on 2/9/16)	03/07/17-12/31/20	01/01/17-12/31/20
Mickie Nye (resident of unincorporated GC)	A-District 3	C (11/13/18)	11 years, 11 months	01/01/19-12/31/22	01/01/19-12/31/22
Travis Holder (resident of incorporated municipality)	A-District 3	C (11/13/18)	3 years, 5 months	01/01/19-12/31/22	01/01/19-12/31/22
Pamela Griffin (resident of unincorporated GC)	A-District 3	A (11/13/18)	-	11/13/18-12/31/20	01/01/17-12/31/20

¹ Appointment Information:

- A. Date of creation: ? (On September 8, 1959, the BOS adopted Resolution No. 59-9-1 which adopted the initial Planning and Zoning Ordinance.)
- B. Per A.R.S. 11-802 In counties with 3 supervisorial districts, the Commission shall consist of 9 members who shall be qualified electors of the county. Three members shall be appointed from each supervisorial district by the supervisor from that district, and not more than 1 of the 3 may be a resident of an incorporated municipality. The terms of the members of the Commission shall be for four years except for those initially appointed (to have staggered terms.) Of the members initially appointed, 5 members shall be appointed for a 2-year term and 4 members shall be appointed to a 4-year term; thereafter, each term shall be for 4 years.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-6243

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 09/15/2020

Reporting BOS and August 25, 2020 and September 1, 2020 BOS

Period: Meeting Minutes

Submitted For: Marian Sheppard, Clerk of the Board **Submitted By:** Melissa Henderson, Deputy Clerk

Information

Subject

Board of Supervisors' and August 25, 2020 and September 1, 2020 Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' August 25, 2020 and September 1, 2020 meeting minutes.

Attachments

08-25-20 Meeting Minutes

09-01-20 Meeting Minutes

BOARD OF SUPERVISORS MEETING MINUTES GILA COUNTY, ARIZONA

Date: August 25, 2020

WOODY CLINE MARIAN SHEPPARD

Chairman Clerk of the Board

TOMMIE C. MARTIN By: Marian Sheppard

Vice-Chairman

TIM R. HUMPHREY Gila County Courthouse

Member Globe, Arizona

PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (by phone); and Tim R. Humphrey, Member.

STAFF PRESENT: W. James Menlove, County Manager; Jacque Sanders, Deputy County Manager, District Librarian; Homero Vela, Assistant County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; and Marian Sheppard, Clerk of the Board.

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Cline called the Special Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and Michael O'Driscoll led the Pledge of Allegiance.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve AIA Contract A-133-2009 Exhibit A GMP Amendment to Loven Construction Contractors in the amount of \$2,563,532.36, (includes pre-construction \$39,860.12 and construction \$2,523,672.24) Standard Form of Agreement Between Owner and Construction Manager as Constructor to build the new Globe Animal Care and Control building and site improvements in Globe.

Michael O'Driscoll, Health and Emergency Management Department Director, introduced this agenda item. He has been working on the issue of the Gila County Animal Shelter for the past 7 years with John Castaneda, Animal Regulations Enforcement Manager, and others because the existing shelter is not designed to function as an animal shelter facility. Mr. O'Driscoll proceeded to provide a history of the animal shelter and stated that in 2013, the City of Globe Manager approached the County with a request to find another location for the County's animal shelter because the Globe Cemetery is running out of

plot space. The animal shelter is adjacent to the Globe Cemetery. In 2014, the Board of Supervisors authorized Mr. O'Driscoll to seek out an alternative location for the animal shelter. In 2018, information was presented to the Board on possible locations for the animal shelter; however, after discussion, the Board decided those locations would not be suitable, so Mr. O'Driscoll was directed to find an alternate location. At that time, the County hired some experts to conduct an assessment with the staff of suitable locations. The architectural firm of Line and Space was selected to undertake a needs assessment for the animal shelter. Mr. O'Driscoll advised that a review team was formed with the goal of reducing the size of the building and the cost. Various sites at the Gila County Fairgrounds were evaluated and the site next to the go-cart track was selected. The needs assessment recommended a 7,550 square foot facility with a cost estimate of \$4.1 to \$4.5 million.

Homero Vela, Assistant County Manager, added that a contractor and architect were hired at the same time for this project. He acknowledged the following people for their contributions to this project. Architect and CMAR (Contract Manager at Risk) Selection Committee – Scott Buzan, Community Development Department Director; Steve Sanders, Public Works Department Director; Bob Hickman; former Facility Management Department Director; Michael O'Driscoll; and Mary Springer, Finance Director. Animal Control - Michael O'Driscoll and John Castaneda. Information Technology (I.T.) - Kelly Riggs, I.T. Department Director; and staff. Facility Management - Chris Romiti, Interim Facility Management Department Director; Mark Warden, Construction Project Manager; Brittnia Morrissey, Administrative Assistant; Khristina Knox, Administrative Assistant; and Bob Hickman. Community Development -Randy Pluimer, Chief Building Inspector. Loven Contracting Team - Mike Loven and Loven Team. The Architecture Company (TAC) - Fe Tom, Kegan Tom, and TAC Team. Shelter Planners of America – Michael Barnard. Mr. Vela added that Jake Garrett, Environmental Engineering Manager, did a "phenomenal" job designing the septic system for the animal shelter. He also mentioned Curtis Ward, Professional Land Surveyor, and Jim Berry, Zoning and Building Inspector, who contributed to this project and he apologized in advance if he forgot to mention someone. Mr. Vela reviewed a sketch of the proposed Gila County Animal Care and Control Facility of which \$2.8 million of bond money has been set aside for its design and construction.

Mr. Castaneda proceeded to review the layout of the facility which includes a sally port, receiving/surgery area, administrative offices, cat area, dog area, kitchen/laundry area, cleaning/mechanical area, and storage area. He provided some specific information on the uses of certain areas, as follows. The County is hoping to obtain the services of a veterinarian who will utilize the facility to provide low-cost spaying and neutering of animals. The conference room will also be used to conduct animal control hearings. The dog area will be split into one area for newly received dogs that will be quarantined for 72 hours to undergo aggression training and testing. Sick animals will be

moved to an isolation area and there will also be a separate area for dogs that arrive with a litter of puppies. There will be a play yard for people to play with the animals for potential animal adoption. Mr. Castaneda added, "I wanted a pressure system as it helps with disease control, so we have that system included in our budget."

Each Supervisor thanked all of those involved in this project for getting it to this stage. Mr. Vela added that the focus throughout the project has been a value to engineering which is to focus on reducing the cost without reducing any functionality. He advised that members of The Architecture Company wanted to briefly address the Board on the phone. Mr. Tom commented that he and his team appreciate working with County personnel on this project. Mr. Vela added that Mr. Barnard, The Architecture Company's animal specialist, was also present on the phone to answer questions.

Supervisor Humphrey inquired if the septic system was designed to have useable water or leach system water. Mr. Vela replied, "We did everything we could to use gray water. Because animals have diseases, we could not convince ADEQ (Arizona Department of Environmental Quality) to use that water." Mr. Vela added that County personnel made a concerted effort to use local contractors. Forty-eight local subcontractors were contacted, 16 subcontractors responded to a call for bids, 6 local subcontractors provided bids and 5 local subcontractors' bids have been approved. In total, \$655,106 of the available dollars are going to the local subcontractors. He then proceeded to review the construction schedule. Each Supervisor expressed their appreciation for the presentation. Mr. O'Driscoll advised that on September 1, 2020, there will be a groundbreaking event to be held at the site of the new Gila County Animal Care and Control Facility.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved AIA Contract A-133-2009 Exhibit A GMP Amendment to Loven Construction Contractors in the amount of \$2,563,532.36 Standard Form of Agreement Between Owner and Construction Manager as Constructor to build the new Globe Animal Care and Control building and site improvements in Globe.

B. Information/Discussion regarding potential public safety and public health uses of the Arizona Coronavirus Aid Relief and Economic Security (CARES) Act funding allocation.

James Menlove, County Manager, stated that approximately two months ago staff presented information to the Board of Supervisors on the CARES Act funding allocation and the purpose of this agenda item is to provide an update on the County's COVID-19 (Coronavirus Disease 2019) expenses to date. Mary Springer, Finance Director, proceeded to review the slide presentation. In total, Gila County has received \$2,960,977 in CARES Act funding. As of August 21,

2020, the County has expended \$3,556,089 related to COVID-19. She reviewed the activities of the Gila County Emergency Operations Center and Health Emergency Operations Center (EOC/HEOC), as follows: case investigations/case management; contact tracing; public information and warning; federal state, county, and local agency coordination and communication; logistics management (receiving and disseminating personal protective equipment [PPE] and emergency supplies) as well as the process of locating and purchasing PPE and supplies; cost and personnel tracking; planning support for testing activities; public call center management; environmental health support for businesses; policy support; operational coordination and information sharing with response agencies; and facilitation of information sharing with governmental elected officials. There is also the acquisition and deployment of medical countermeasures. Sheriff's Office activities include the following: enforcement of executive orders; welfare checks for unreachable COVID-19 patients/contacts; facilitation and planning of drive-through testing sites; data collection on positive cases to warn responders; Dispatch screens all contact or COVID-19 related symptoms for responder safety; provide security for SNS (Strategic National Stockpile) and PPE deliveries and facilitate PPE deliveries for EOC/HEOC.

Chairman Cline addressed those employees who are on COVID-19 administrative leave and receiving their pay through the CARES Act funding because they are not able to perform their job duties at home, and those employees who are working from home. He asked Mr. Menlove if he had any plans for employees' return to work. Mr. Menlove replied that can occur when Gila County meets the 3 categories established by the Arizona Department of Health Services. Mr. O'Driscoll added that the number of positive COVID-19 cases are on the decline in Gila County; however, they are not yet low enough to meet the state requirements. Mr. Menlove advised that he is relying on Mr. O'Driscoll to let him know the time it is safe for employees to return to work full-time. Mr. O'Driscoll stated that he will continue to follow the data which will determine that date. Chairman Cline clarified that he is not pushing for employees to return to work at County facilities, but rather he is asking about a potential plan to eventually make that happen. Chairman Cline asked Ms. Springer about the \$50,000 of non-reimbursable costs. Mr. Springer provided examples of those expenses that would be reimbursable and non-reimbursable. Chairman Cline inquired how those expenses will be covered to which Ms. Springer advised that part of the CARES Act funding provides for salaries of which the County has budgeted for the Sheriff's Office and Health and Emergency Management Department. The Sheriff's Office is also applying for grants to help with these expenses.

Mr. Menlove stated that this information was being presented to the Board as an update, but it is also an opportunity to obtain direction from the Board. Chairman Cline recalled a discussion at a previous Board meeting regarding the request of local fire districts for the County to allocate some of its CARES

Act funding to the fire districts. Chairman Cline commented that some of those fire districts are within city/town limits which have also received CARES Act funding, so he doesn't understand the reason the city/towns have not allocated some of its funding to those fire districts within their jurisdictions. Each Board member commented that they want to help those entities that need CARES Act funding; however, it is the Board's responsibility to first ensure that the County's expenses are met. Each Board member agreed to revisit the need to share some of the County CARES Act funding in a few months and on a case-by-case basis. Chairman Cline also suggested that it is time for the Board to write to state and federal legislators to ensure that schools, bars, restaurants, and other businesses will open as soon as is safe due to their mounting financial losses. Chairman Cline stated that the Board needs to contact Patty Power, who is under contract with the County to provide lobbyist services at the federal level and ask her to contact legislators on this issue. Vice-Chairman Martin agreed with Chairman Cline, so Mr. Menlove replied that he would make that happen.

C. Information/Discussion regarding a list of potential projects to be included in the Gila County Fiscal Year 2021 Capital Investment Plan.

Mr. Menlove advised that this agenda item was to provide an update on expenditures for capital improvement projects. Ms. Springer proceeded to present the slide presentation. The capital projects listed under countywide fund code 1007.001 are as follows: flood control mitigation \$300,000, buildings and structures \$100,000, furniture and fixtures \$100,000, software \$100,000, Cisco 5-year replacement plan \$30,000, computers/laptops 5-year plan \$120,000; and vehicle replacement plan \$620,000. Special Series funds expenditures are as follows: 1007.003-reserve for elections equipment \$400,000, 1115.001-uncapitalized (equipment under \$5,000) machinery and equipment \$200,000 and Clean and Lien \$30,000, 3011-justice enhancement-vehicles/building \$80,000, 3012-special projects-vehicles \$90,361, 3055-commissary fund-software \$50,000, and 3544-County Attorney's cost of prosecution-furniture \$7,000. Ms. Springer provided detailed information for each of the listed expenses.

Mr. Vela reviewed the bond-funded capital improvement projects and associated expenditures, as follows: Globe Jail Roof and HVAC \$570,000, New Payson County Complex \$5,229,502, New Animal Shelter \$2,628,329, and Remodeling of the Payson Sheriff's Office \$100,000. Of the \$10,000,000 bond funding, \$8,527,831 has been slated to be expended in FY 2020-2021 and an additional \$353,233 is slated to be expended on the remodeling of the Payson Sheriff's Office in FY 2021-2022. He added that there was an expenditure of approximately \$300,000 for the Probation Department's building that was done earlier in the year that is not listed. Mr. Vela reviewed other capital facility-related projects totaling \$10,326,923 for FY 2020-2021 and an additional \$1,058,233 slated for FY 2021-2022.

Chairman Cline inquired about money appropriated for flood mitigation and asked about getting more funding for it if needed. Mr. Menlove assured Chairman Cline that the Board of Supervisors approves capital projects; therefore, if more money is needed for one project, the Board has the flexibility to shift the money as needed. Chairman Cline asked if the Town of Payson is partnering with the County on the Payson Regional Drainage Project to which Mr. Vela affirmed that the Town is partnering with the County. He said that will be a tough project with 7-foot culverts and if the culverts were 5 feet, it would greatly simplify the project. Chairman Cline wanted assurance that the projects would not exceed the \$10,000,000 bond.

Mr. Vela replied that there is a reserve for the following projects listed at the bottom of the slide (Fairgrounds Road \$300,000, Broadband \$2,000,000, Gila County Community College Projects \$250,000, and Gila County Project Development Reserve \$643,077) for a total expenditure \$13,520,000 for FY 2020-2021. He added that the Facilities management team is involved in two-thirds of these projects doing some work. Mr. Vela then reviewed the capital expenditures utilizing HURF (Highway User Revenue Funds), and the County's half-cent transportation excise tax fund. Steve Sanders, Public Works Department Director, provided additional information on the expenditures utilizing HURF and half-cent transportation excise tax funds. He then reviewed the status of some of the major Public Works Department projects. The Board members thanked all those that presented.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There wasn't any public comment.

Item 4 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Supervisor Humphrey, the County Manager, and Deputy County Manager presented a summary of current events.

Chairman Cline adjourned the meeting	g at 12:10 p.m.
APPROVED:	
Woody Cline, Chairman	
ATTEST:	
Marian Sheppard, Clerk of the Board	

There being no further business to come before the Board of Supervisors,

BOARD OF SUPERVISORS MEETING MINUTES GILA COUNTY, ARIZONA

Date: September 1, 2020

WOODY CLINE
Chairman
Clark of the Doord

Chairman Clerk of the Board

TOMMIE C. MARTIN By: Marian Sheppard

Vice-Chairman

TIM R. HUMPHREY Gila County Courthouse

Member Globe, Arizona

PRESENT: Woody Cline, Chairman; Tommie Martin, Vice-Chairman (by phone); and Tim R. Humphrey, Member

STAFF PRESENT: James Menlove, County Manager; Charles Shire, Deputy Gila County Attorney, Civil Bureau Chief (via ITV); and Marian Sheppard, Clerk of the Board

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Malissa Buzan led the Pledge of Allegiance and James Menlove delivered the invocation.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the Superior Court's FY 2021 "Fill the Gap" Grant Application for enhanced criminal case scanning in the amount of \$3,843.75.

Jonathan Bearup, Superior Court Administrator, advised that this grant has been in place for over 5 years. In order to continue the movement towards automated court operations, and to maintain the current levels of digital data entry, Court Administration believes it is in the best interest of the County to continue operating a supplemental digital scanning program in all limited jurisdiction courts. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved the Superior Court's FY 2021 "Fill the Gap" Grant Application for enhanced criminal case scanning in the amount of \$3,843.75.

B. Information/Discussion/Action to instruct staff to move forward with public financing, based on the timeline presented, to fully fund the

unfunded liability of the benefit retirement plans (PSPRS, CORP Detention, and CORP Dispatch).

Mary Springer, Finance Director, commented that careful evaluation of funding options for PSPRS (Public Safety Personnel Retirement System) was presented and discussed at two previous Board of Supervisors' Work Sessions. On June 23, 2020, Mark Reader from Stifel, Nicolaus & Company, Incorporated and Mike Townsend from PSPRS provided a presentation to the Board of Supervisors to introduce and discuss options for funding the UAAL (Unfunded Actuarially Accrued Liability), the associated risks and other attributes. During the July 28, 2020, Work Session, Brandon Nee from the County Supervisors Association presented additional information regarding the unfunded liability of pension plans. Both presentations discussed the opportunity to realize significant savings while providing a stable and predictable annual payment schedule by taking advantage of the historically low-interest rates of public financing.

Ms. Springer stated that in addition to PSPRS, the County has the option to also include CORP (Correctional Officers Retirement Plan) for Sheriff's Office Detention Officers and Non-Uniformed Officers and CORP Dispatchers unfunded liability which would also provide greater savings and stable payment for the County. The unfunded pension liability for all plans is a debt owed by the County and must be addressed to avoid future plan increases.

Mr. Reader provided a slide presentation and during the presentation he, County Manager James Menlove, and Ms. Springer answered questions from the Board members and provided additional information. Mr. Reader reviewed the benefits and associated risks related to this funding option. Vice-Chairman Martin stated, "So far I like the strategy we are looking at here." Supervisor Humphrey stated, "Thank goodness for the interest rates being low." Mr. Menlove also shared some of the concerns of other Arizona county managers. Both Mr. Menlove and Ms. Springer requested the Board to move forward with this funding option. Chairman Cline commented on the seriousness of this decision because it will affect the County's budget for the next 15 to 17 years. He also acknowledged that interest rates are presently at an all-time low which is "key" to this financing. Mr. Reader stated, "If you want to move forward because you generally like what you see here, we will put together a calendar with your approval today which will get us going on a financing....in 3 weeks we will have a public hearing..." He stated that the final process will be for the Board to adopt a resolution in October 2020. He requested the Board to move forward with public financing based on the timeline presented.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously instructed staff to move forward with public financing, based on the timeline presented, to fully fund the unfunded liability of the benefit retirement plans (PSPRS, CORP Detention, and CORP Dispatch).

C. Information/Discussion/Action to renew the Caterpillar Financial contract for a used 621G Auger Scraper S/N DBB00293 and make a payment in October 2020 for \$102,029.46.

Steve Sanders, Public Works Department Director, presented this agenda item. The staff report for this item contains the following information. The Buckhead Mesa Landfill was using a dump truck and loader to carry cover material from the material pit to the working face of the landfill. This was not efficient, so the Board of Supervisors approved the lease purchase of an auger scraper on October 15, 2019. The first payment was made in October 2019. With the increased productivity at the Landfill with this new machine, Public Works management and staff would like to continue this Caterpillar contract. The Caterpillar Financial proposal will charge a 3.85% interest over 48 months. This means that government financing through this method is less expensive than the average bank interest charge of 5% because Caterpillar is taking the hit on the initial depreciation. The annual payment of \$84,751.55 plus interest of \$10,960.89 and 6.6% sales tax is due in October of each year. The amount due this October is \$102,029.46. A final balloon payment of \$56,800 will be due in 2023.

Supervisor Humphrey inquired about the number of payments that will need to be made after this payment is made. Mr. Sanders replied that 3 more payments will need to be made after this one. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey the Board unanimously agreed to renew the Caterpillar Financial contract for a used 621G Auger Scraper S/N DBB00293 and make a payment of \$102,029.46 in October 2020.

D. Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish a portion of Pine Creek Canyon Road from Oak Road to Hummingbird as a primitive road in Pine, AZ.

Mr. Sanders advised that the citizens living along this road approached the County with a Citizens' Petition. Easements from property owners will need to be granted to Gila County. Once the easements are accepted by the County, providing maintenance as described in the County's Primitive Road Policy will consist of grading the road a few times a year. Providing maintenance on this road will not reduce the level of service to other roads in the Gila County Maintained Roadway System. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously accepted a Citizens' Petition to begin the process to establish a portion of Pine Creek Canyon Road from Oak Road to Hummingbird as a primitive road in Pine, AZ.

Note: After this agenda item was addressed, it was announced that Greg Zimmerman submitted a comment on YouTube, as follows: *Dear Gila County Board of Superiors and members, On behalf of the neighbors along Pine Creek*

Canyon Road, Spruce Drive, and Hummingbird Drive. The neighbors are requesting the road be designated as a primitive road in an effort to bring some much-needed maintenance services to these roads while still preserving the natural country. Compelling reasons for this petition: Current property owners, as well as new owners, are revitalizing their homes and cabins and a well-maintained road enhances property values. Nearly 3-4 times a year the roads are washed out from local storm water runoff within the area and from the Portals development. During heavy snow there currently is no plowing service on these roads. Two winters ago, the residents were stuck in their homes without power and cell phone services for 10 days. Thank You Board of Supervisors!!

E. Information/Discussion/Action to approve Amendment No. 3 to an Intergovernmental Agreement (Contract No. CTR043241) between the Gila County Health and Emergency Management Department and the Arizona Department of Health Services in the amount of \$139,695 to renovate the Payson WIC Health building.

Michael O'Driscoll, Health and Emergency Management Department Director, advised that 4 years ago, his staff applied for this grant funding; however, the County didn't receive a grant award. Mr. O'Driscoll praised Paula Horn, Health and Emergency Management Department Deputy Director, because she continued to pursue this funding by contacting the state's WIC (Women, Infants and Children) program staff, who contacted the federal WIC department staff which resulted in the County being awarded this funding. The funding will be used to recover the cost of remodeling the Payson WIC Health building. Mr. Menlove commented that he and the Board are looking forward to the ribbon cutting when the building is completed. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 3 to an Intergovernmental Agreement (Contract No. CTR043241).

F. Information/Discussion/Action to approve Contract No. ADHS18-175354 Amendment No. 1 - APP - Amendment No. 1 in the amount of \$46,172 to continue Smoke-Free Arizona Act services for the residents and businesses of Gila County.

Mr. O'Driscoll advised that the County receives funding from state tobacco taxes that is used to investigate tobacco-related complaints and clean air complaints. The funding under this contract provides for 60% of one of two County employees who work under this program. Upon by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Contract No. ADHS18-175354 Amendment No. 1 - APP - Amendment No. 1.

G. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 050420-Pharmacy Services for Gila County

Detention Medical; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the awarded contract for the winning bid.

Mary Springer, Finance Director, advised that two bids were submitted in response to Request for Proposals No. 050420; Diamond Pharmacy and Westwood Pharmacy. She stated that Westwood Pharmacy showed a greater savings because that pharmacy does not charge a fee for restocking prescriptions whereas Diamond Pharmacy does charge this fee. She recommended awarding a contract to Westwood Pharmacy. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously awarded a contract to Westwood Pharmacy to provide the services as outlined in Request for Proposals No. 050420-Pharmacy Services for Gila County Detention Medical, and authorized the Chairman's signature on the contract.

H. Information/Discussion/Action to adopt Resolution No. 20-09-01 authorizing the Gila County Community Services Department, Housing Services, to submit an application to the Arizona Department of Housing for HOME Investment Partnership Program funds and State Housing Fund (SHF) funds in the amount of \$285,000 to be utilized for housing rehabilitation for FY 2020-2021.

Malissa Buzan, Community Services Department Director, advised that if funding is awarded for this application, it will be used to rehabilitate 5 houses. She explained that she utilizes other funding with this funding which gives the County additional points on this application and helps to provide additional funding for the required repairs or improvements on a house. She stated, "Every house can be a puzzle. I budget for an amount but sometimes I need to bring in other leveraged dollars." Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously Resolution No. 20-09-01. (A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)

I. Information/Discussion/Action to approve a 3-year contract between CenturyLink and Gila County to provide upgraded phone bandwidth and an increase in the maximum number of concurrent calls in the amount of \$103,589.48 to be paid over 36 monthly installments.

Kelly Riggs, Information Technology Department Director, presented this agenda item. The information contained in the staff report for this item is as follows. Gila County currently uses CenturyLink phone trunks to connect its VoIP phones with the outside world. Five years ago, Gila County upgraded its services with CenturyLink to provide SIP trunks and bring Caller ID and other features to County phones. Today, Gila County is running up against phone limitations due to bandwidth limitations on the existing SIP trunks as well as

the maximum number of concurrent phone calls that can be made. To meet the current and future needs of Gila County through the VoIP phone system, an upgrade must be done to the bandwidth of the trunks and the number of concurrent calls. The phone trunk in Globe, located at the Sheriff's Office, would increase from 1.54Mpbs to 100Mbps, and the phone trunk in Payson, located at the Sheriff's Office, would increase from 1.54Mbps to 10Mbps. These phone trunks would also have a fundamental change in architecture in that they would change from T1 connections to Ethernet connections. This will provide for an easier opportunity to increase the bandwidth in the future. As well, the number of phone calls that can be placed also needs to increase. This contract would increase the total calls from 36 to 48 concurrent sessions. This contract would increase the current cost of the phone system by \$983 per month. The Board members thanked Mr. Riggs for the explanation. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved the use of State of Arizona Procurement Office Contract No. CTR04972 which allows entering this 3-year contract with CenturyLink at a cost of \$103,589.48 to be paid over 36 monthly installments.

J. Information/Discussion/Action to approve revised Exhibit A to Resolution No. 20-08-01 which contains the correct tax levy and rate for School Equalization.

Ms. Springer advised that after the Board of Supervisors adopted this resolution on August 17, 2020, a mistake was discovered for the School Equalization rate which is contained in Exhibit A to Resolution No. 20-08-01. The levy amount initially approved for School Equalization was \$2,508,480 and it should be \$2,431,566. The tax rate initially approved was 0.4566 and it should be 0.4426. The mistake has been corrected on Exhibit A and upon Board approval, it will be presented to the County Treasurer. The resolution will be re-recorded to add corrected Exhibit A. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved revised Exhibit A to Resolution No. 20-08-01. (A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)

K. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel numbers 206-12-016, 206-12-017, and 206-12-108 and, if accepted, authorize the Chairman's signature on the Quit Claim Deeds.

Marian Sheppard, Clerk of the Board, advised that Michael Lopez owns land that adjoins these very small parcels of land which are used as his back and side yards. Ms. Sheppard conveyed that should the Board accept Mr. Lopez's bids on these parcels, he intends to request that the Assessor combine them into one parcel. Chairman Cline asked Ms. Sheppard to open the sealed bid envelope. Ms. Sheppard read aloud the bids as follows: \$400 for parcel

number 206-12-016, \$150 for parcel number 206-12-017, and \$150 for parcel number 206-12-018. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey the Board unanimously accepted the bids from Mr. Lopez (as stated above) for the purchase of the subject parcels and authorized the Chairman's signature on the Quit Claim Deeds.

- Item 3 CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
- A. Ratification of the Board of Supervisors' approval of Additional Service Request #2 in the amount of \$1,680 to the contract with The Architecture Company (executed on 1/7/2020) to provide additional structural engineering.
- B. Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Community Council, Inc. for an event to be held on November 7, 2020, at the Pleasant Valley Community Center located in Young.
- C. Approval of the Board of Supervisors' August 13, 2020, August 17, 2020 and August 20, 2020 meeting minutes.
- D. Acknowledgment of the July 2020 monthly activity report submitted by the Clerk of the Superior Court's Office.
- E. Acknowledgment of the July 2020 monthly activity report submitted by the Recorder's Office.
- F. Acknowledgment of the July 2020 monthly activity report and the FY 2019-2020 report submitted by the Globe Regional Constable's Office.
- G. Acknowledgment of the July 2020 monthly activity report and the FY 2019-2020 report submitted by the Payson Regional Constable's Office.
- H. Acknowledgment of the July 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- I. Acknowledgment of the July 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 3A-3I.

Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There weren't any comments from the public.

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

Supervisors Martin, Humphrey and Cline, and the County Manager and Assistant County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 11:35 a.m.

APPROVED:
Woody Cline, Chairman
ATTEST:
Marian Sheppard, Clerk of the Board

ARF-6042

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 09/15/2020

Reporting For the month of August 2020

Period:

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for August 2020.

Suggested Motion

Approval of the Human Resources Department monthly activity reports for August 2020.

Attachments

HR Summary Report

08/04/20 Human Resources Report

08/11/20 Human Resources Report

08/18/20 Human Resources Report

08/25/20 Human Resources Report

Year To

Summary

Date Jan-20 Feb-20 Mar-20 Apr-20 May-20 Jun-20 Jul-20 Aug-20 Sep-20 Oct-20 Nov-20 Dec-20

DEPARTURES	65	4	13	4	8	5	7	15	9				
NEW HIRES REGULAR STATUS	42	9	6	3	3	6	7	4	4				
NEW HIRES TEMPORARY STATUS	23	2	2	0	0	2	13	1	3				
END OF PROBATIONARY PERIOD	67	10	8	12	14	9	3	5	6				
DEPARTMENTAL TRANSFERS	30	5	2	8	3	2	9	0	1				
OTHER ACTIONS	57	7	4	2	8	7	16	6	7				
REQUEST TO POST	37	4	6	5	1	6	6	3	6				
Total Transactio	ns 321	41	41	34	37	37	61	34	36	0	0	0	0

HUMAN RESOURCES ACTION ITEMS AUGUST 4, 2020

DEPARTURES:

- 1. Debra Archuleta Sheriff's Office Detention Officer 08/14/20 General Fund DOH 10/23/17
- 2. Jessica Fox Public Works Scalehouse Attendant 08/05/20 Recycling and Landfill Management Fund DOH 09/10/18
- 3. Delanie Rivas Public Fiduciary Summer Youth Participant 07/17/20 General Fund DOH 06/08/20

NEW HIRES:

4. Mitzi Ochoa - Library Districts - Library Clerk - 08/03/20 - Library Assistance Fund - Replacing Rosa Navarro

TEMPORARY HIRES TO COUNTY SERVICES:

5. Sharon Winters - Public Works - Temporary Scalehouse Attendant - 08/10/20 - Recycling and Landfill Management Fund

END PROBATIONARY PERIOD:

6. Cody Thomason - Sheriff's Office - Deputy Sheriff - 08/25/20 - General Fund

OTHER ACTIONS:

- 7. Nikki Lewis Library District Early Literacy Community Liaison 07/01/20 Library District Grants Fund Reduction in hours
- 8. Mathew Gonzales Probation Surveillance Officer 08/03/20 From General(.74)/Adult Probation Service Fees(.26) Funds To General Fund Change in fund code
- 9. Gilbert Jacinto Probation Surveillance Officer 08/03/20 General(.50)/Superior Court Cost of Prosecution(.50) Funds To Various Funds Change in fund code
- 10. Kathleen Lord Joerns Probation Deputy Probation Officer II 08/03/20 From Adult Probation Service Fees Fund - To Adult Probation Service Fees(.55)/Drug Gang Violent Crime Control(.45) Funds - Change in fund code
- 11. Garth Linkey Probation Deputy Probation Officer I 08/03/20 From Adult Intensive Probation Supervision Fund To General Fund Change in fund code
- 12. Robert Deck Probation Deputy Probation Officer II 08/03/20 From General Fund To Adult Intensive Probation Supervision Fund Change in fund code

REQUEST TO POST:

- 13. Health and Emergency Services Medical Assistant Vacated by Savannah Barajas
- 14. Public Works Scalehouse Attendant Vacated by Jessica Fox

HUMAN RESOURCES ACTION ITEMS AUGUST 11, 2020

DEPARTURES:

- Ramona Scales Health and Emergency Services Health Services Program Manager 08/28/20 -Health Service Fund - DOH 10/30/09
- 2. David O'Brien Public Works Vehicle and Equipment Mechanic Senior 08/03/20 Public Works Fund DOH 10/05/15
- 3. Maria Cook County Attorney's Office Temporary Clerk 08/14/20 County Attorney Residual Fund DOH 08/14/20

NEW HIRES:

4. Lupe Pruett - Payson Justice Court - Justice Court Clerk - 08/24/20 - General Fund - Replacing Lydia Towell

DEPARTMENTAL TRANSFERS:

 Carter Tatum - Sheriff's Office - From Detention Officer - To Deputy Sheriff - 08/17/20 - General Fund - Replacing Joseph Lara

REQUEST TO POST:

- 6. Public Works Vehicle and Equipment Mechanic Senior Vacated by David O'Brien
- 7. Health and Emergency Services Health Services Program Manager Vacated by Ramona Scales
- 8. Computer Services IT Support Specialist New position
- 9. Payson Justice Court Temporary Justice Court Clerk Vacated by Barbara Cox

HUMAN RESOURCES ACTION ITEMS AUGUST 18, 2020

NEW HIRES:

1. Adrea Ricke - Library Districts - Grant Project Coordinator - 09/08/20 - Library District Grants Fund

END PROBATIONARY PERIOD:

- 2. Janice Chesser Health and Emergency Services Community Health Specialist 08/03/20 Teen Pregnancy Prevention Services Fund
- 3. Tina Cummings Health and Emergency Services Animal Care Worker 08/18/20 Rabies Control Fund
- 4. Jacob Shaw Health and Emergency Services Animal Control Officer 08/18/20 Rabies Control Fund

HUMAN RESOURCES ACTION ITEMS AUGUST 25, 2020

DEPARTURES:

- 1. Michael Teitsworth Sheriff's Office Detention Officer 08/12/20 General Fund DOH 05/20/19
- 2. Terry Phillips Payson Constable's Office Deputy Constable (.48) 09/19/20 General Fund DOH 04/04/16
- 3. Cynthia Castaneda County Attorney's Office Child Support Services Supervisor 08/14/20 IV-D Child Support Fund DOH 08/26/98

NEW HIRES:

4. Joseph Gonzales - Facilities and Land Management - Building Maintenance Technician - 08/31/20 - Facilities and Land Management Fund - Replacing David Dumler

TEMPORARY HIRES TO COUNTY SERVICES:

- 5. Rockell Schmidt Health and Emergency Services Communicable Disease Specialist 08/24/20 Public Health COVID19 Fund
- 6. Karen Aguero-Ponce Health and Emergency Services Communicable Disease Specialist 08/17/20 Public Health COVID19 Fund

END PROBATIONARY PERIOD:

- 7. David Dumler Facilities and Land Management Fund Building Maintenance Technician Senior 09/22/20 Facilities and Land Management Fund
- 8. Jeffery Brown Public Works Automotive Mechanic 09/16/20 Public Works Fund

OTHER ACTIONS:

9. Robert Cizek - Public Works - Vehicle and Equipment Mechanic - 09/16/20 - Public Works Fund - Extending probationary period an additional three months

ARF-6245

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 09/15/2020

Reporting August 1, 2020- August 31, 2020

Period:

Submitted For: Amber Warden, Accounting Manager **Submitted By:** Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting period of August 1, 2020 through August 31, 2020.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of August 1, 2020 through August 31, 2020.

Attachments

Finance Reports 08-01-20 to 08-31-20

Finance Reports 08-01-20 to 08-31-20 Voids

Payment Register

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Number	Date	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan	AP - JP Morgan Ad	counts Payable		·	
Check					
304330	08/03/2020	08/10/2020	Accounts Payable	Advanced Controls Corporation	\$644.00
304331	08/03/2020	08/07/2020	Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
304332	08/03/2020	08/10/2020	Accounts Payable	Barry A. Standifird P.C.	\$9,000.00
304333	08/03/2020	08/26/2020	Accounts Payable	Borges Properties LLC	\$4,800.00
304334	08/03/2020	08/07/2020	Accounts Payable	C&M Communications LLC	\$1,020.00
304335	08/03/2020	08/06/2020	Accounts Payable	Cactus Asphalt	\$47,876.46
304336	08/03/2020	08/12/2020	Accounts Payable	Carahsoft Technology Corporation	\$10.00
304337	08/03/2020	08/07/2020	Accounts Payable	CenturyLink	\$1,136.75
304338	08/03/2020	08/07/2020	Accounts Payable	City of Globe	\$87.21
304339	08/03/2020	08/05/2020	Accounts Payable	COMMAND SOLUTIONS 4	\$12,000.00
304340	08/03/2020	08/10/2020	Accounts Payable	DAN GOOD FLOORING INC	\$5,874.72
304341	08/03/2020	08/07/2020	Accounts Payable	Debrigida Law Offices PLLC	\$6,000.00
304342	08/03/2020	08/06/2020	Accounts Payable	Diamond M Dental Assoc.	\$687.20
304343	08/03/2020	08/11/2020	Accounts Payable	DJ's Companies, Inc.	\$298.48
304344	08/03/2020	08/06/2020	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,000.00
304345	08/03/2020	08/07/2020	Accounts Payable	Geiser, Raymond	\$11,454.00
304346	08/03/2020	08/05/2020	Accounts Payable	Gila County Government	\$1,329.36
304347	08/03/2020	08/10/2020	Accounts Payable	Hillyard INC	\$25.79
304348	08/03/2020	08/07/2020	Accounts Payable	Hillyard-Flagstaff	\$14.18
304349	08/03/2020	08/10/2020	Accounts Payable	HonorHealth	\$760.00
304350	08/03/2020	08/06/2020	Accounts Payable	JCLOUD LAW PLLC	\$6,000.00
304351	08/03/2020	08/20/2020	Accounts Payable	Jonathan L. Warshaw	\$6,000.00
304352	08/03/2020	08/11/2020	Accounts Payable	Konica Minolta Business Solutions	\$153.65
304353	08/03/2020	08/11/2020	Accounts Payable	KS StateBank	\$93.26
304354	08/03/2020	08/10/2020	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,172.50
304355	08/03/2020	08/17/2020	Accounts Payable	Law Offices of David W. Bell	\$3,000.00
304356	08/03/2020	08/07/2020	Accounts Payable	Maxim Staffing Solutions	\$4,824.00
304357	08/03/2020	08/07/2020	Accounts Payable	McSpadden Ford Inc.	\$65,910.31
304358	08/03/2020		Accounts Payable	Menlove , James	\$72.89
304359	08/03/2020	08/07/2020	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$820.00

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304360 304361 304362	08/03/2020 08/03/2020 08/03/2020	08/06/2020 08/13/2020	Accounts Payable	O'Neil Printing Inc.	\$7,067.18
		08/13/2020	A		
304363	08/03/2020		Accounts Payable	PITNEY BOWES INC	\$37.81
304302	00/00/2020	08/13/2020	Accounts Payable	Quality Pumping	\$275.00
304363	08/03/2020	08/12/2020	Accounts Payable	Rim Communications	\$1,387.69
304364	08/03/2020	08/07/2020	Accounts Payable	Roadrunner Rubbish Removal	\$1,000.00
304365	08/03/2020	08/07/2020	Accounts Payable	Rolf, Rhonda, Leigh	\$850.00
304366	08/03/2020	08/06/2020	Accounts Payable	Sanders Transport	\$844.94
304367	08/03/2020	08/11/2020	Accounts Payable	Shred-It	\$3,186.81
304368	08/03/2020	08/10/2020	Accounts Payable	Skaggs Public Safety Uniforms &	\$48.72
304369	08/03/2020	08/10/2020	Accounts Payable	Sparkletts Water	\$158.25
304370	08/03/2020	08/06/2020	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$1,000.00
304371	08/03/2020	08/06/2020	Accounts Payable	Town of Hayden	\$12,234.36
304372	08/03/2020	08/14/2020	Accounts Payable	Town of Winkelman	\$12,644.93
304373	08/03/2020	08/10/2020	Accounts Payable	UniFirst Corporation	\$60.09
304374	08/03/2020	08/12/2020	Accounts Payable	US Imaging Inc.	\$270.44
304375	08/03/2020	08/10/2020	Accounts Payable	Waste Management of Arizona, Inc.	\$303.37
304376	08/03/2020	08/14/2020	Accounts Payable	Waters Sparkletts of Payson	\$60.00
304377	08/03/2020	08/06/2020	Accounts Payable	Wilson Investigative Services	\$1,200.00
304378	08/03/2020	08/07/2020	Accounts Payable	Wrangler Plumbing Inc.	\$273.10
304379	08/03/2020	08/10/2020	Accounts Payable	Scott, Michelle	\$20.00
304380	08/03/2020	08/04/2020	Accounts Payable	HealthEquity, Inc	\$6,700.00
304382	08/07/2020		Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$4,630.61
304383	08/07/2020	08/10/2020	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$240,028.70
304384	08/07/2020	08/06/2020	Accounts Payable	ARIZONA STATE RETIREMENT	\$173,179.51
304385	08/07/2020	08/12/2020	Accounts Payable	AZCOPS	\$13.50
304386	08/07/2020		Accounts Payable	COLONIAL SUPPLEMENTAL	\$6,257.30
304387	08/07/2020		Accounts Payable	CORP - AOC	\$17,864.56
304388	08/07/2020		Accounts Payable	CORP - DISPATCHER	\$3,453.59
304389	08/07/2020	08/12/2020	Accounts Payable	CORP Cancer Insurance Program	\$1,550.00
304390	08/07/2020		Accounts Payable	CORRECTIONS OFFICER	\$18,310.45
304391	08/07/2020		Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
304392	08/07/2020		Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$16,673.72
304393	08/07/2020		Accounts Payable	EORP LEGACY	\$9,267.14
304394	08/07/2020		Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08

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\$1,166.19	GILSBAR FSA	Accounts Payable	08/06/2020	08/07/2020	304395
\$2,977.10	GILSBAR HSA	Accounts Payable	08/06/2020	08/07/2020	304396
\$567.50	IVY FUNDS	Accounts Payable	08/11/2020	08/07/2020	304397
\$27,463.78	JP MORGAN CHASE DOR	Accounts Payable	08/06/2020	08/07/2020	304398
\$70,617.10	JP MORGAN CHASE FEDERAL TAX	Accounts Payable	08/06/2020	08/07/2020	304399
\$60,046.58	JP MORGAN CHASE FICA EE	Accounts Payable	08/06/2020	08/07/2020	304400
\$60,046.58	JP MORGAN CHASE FICA ER	Accounts Payable	08/06/2020	08/07/2020	304401
\$14,118.91	JP MORGAN CHASE MEDICARE EE	Accounts Payable	08/06/2020	08/07/2020	304402
\$14,118.91	JP MORGAN CHASE MEDICARE ER	Accounts Payable	08/06/2020	08/07/2020	304403
\$400.00	METLIFE	Accounts Payable	08/11/2020	08/07/2020	304404
\$7.17	MODERN WOODMEN OF AMERICA	Accounts Payable		08/07/2020	304405
\$4,431.50	NATIONWIDE RETIREMENT	Accounts Payable	08/11/2020	08/07/2020	304406
\$3,106.63	NATIONWIDE RETIREMENT	Accounts Payable	08/11/2020	08/07/2020	304407
\$4,708.21	NATIONWIDE TRUST Co FBO NRS	Accounts Payable	08/18/2020	08/07/2020	304408
\$560.00	NORTHERN ARIZONA LAW	Accounts Payable	08/11/2020	08/07/2020	304409
\$55,138.06	PUBLIC SAFETY PERSONNEL	Accounts Payable		08/07/2020	304410
\$1,790.00	SECURITY BENEFIT GROUP	Accounts Payable	08/12/2020	08/07/2020	304411
\$194.89	Social Security Administration	Accounts Payable		08/07/2020	304412
\$2,754.41	SUPPORT PAYMENT	Accounts Payable	08/07/2020	08/07/2020	304413
\$135.92	THUNDERBIRD COLLECTION SPEC	Accounts Payable	08/20/2020	08/07/2020	304414
\$50.00	UNITED STATES TREASURY	Accounts Payable		08/07/2020	304415
\$217.77	A2 Beeline Auto Glass	Accounts Payable	08/11/2020	08/06/2020	304416
\$3,600.00	Arizona Association of County School	Accounts Payable	08/13/2020	08/06/2020	304417
\$250.00	Arizona Association of Superior Court	Accounts Payable		08/06/2020	304418
\$200.00	ARIZONA COUNTY CLERKS	Accounts Payable		08/06/2020	304419
\$1,204.57	Arizona Department of Administration	Accounts Payable	08/21/2020	08/06/2020	304420
\$244.62	Arizona Water Company	Accounts Payable	08/13/2020	08/06/2020	304421
\$135.00	Beltran, Michael, D	Accounts Payable	08/11/2020	08/06/2020	304422
\$900.00	Bryan, Michael	Accounts Payable	08/14/2020	08/06/2020	304423
\$250.00	Carls Towing Inc	Accounts Payable	08/24/2020	08/06/2020	304424
\$776.63	CenturyLink	Accounts Payable	08/13/2020	08/06/2020	304425
\$6,537.48	City of Globe	Accounts Payable	08/12/2020	08/06/2020	304426
\$424.61	Community Bridges, Inc.	Accounts Payable	08/13/2020	08/06/2020	304427
\$250.00	CorEMR L.C.	Accounts Payable	08/13/2020	08/06/2020	304428

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304429	08/06/2020	08/12/2020	Accounts Payable	Data Storage Centers, Inc.	\$391.75
304430	08/06/2020	08/11/2020	Accounts Payable	Dease, Iona	\$5,400.00
304431	08/06/2020	08/13/2020	Accounts Payable	Del Outdoor Advertising Inc.	\$511.50
304432	08/06/2020	08/12/2020	Accounts Payable	Diana G. Montgomery, PLLC	\$7,700.00
304433	08/06/2020	08/17/2020	Accounts Payable	Dollywood Foundation	\$4,092.06
304434	08/06/2020	08/11/2020	Accounts Payable	ELK DRYWALL LLC	\$6,494.00
304435	08/06/2020	08/11/2020	Accounts Payable	Flores & Clark	\$7,425.00
304436	08/06/2020	08/13/2020	Accounts Payable	Gila County Government	\$256.46
304437	08/06/2020	08/11/2020	Accounts Payable	Globalstar USA LLC	\$354.14
304438	08/06/2020	08/11/2020	Accounts Payable	High Desert Humane Society	\$12,000.00
304439	08/06/2020	08/12/2020	Accounts Payable	Interstate Copy Shop	\$166.92
304440	08/06/2020	08/11/2020	Accounts Payable	Iron Mountain	\$615.72
304441	08/06/2020	08/19/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
304442	08/06/2020	08/14/2020	Accounts Payable	KS StateBank	\$93.26
304443	08/06/2020	08/17/2020	Accounts Payable	Kuzmanovic, Sasa	\$200.00
304444	08/06/2020	08/17/2020	Accounts Payable	Laboratory Corporation of America	\$29.53
304445	08/06/2020	08/13/2020	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$7,300.00
304446	08/06/2020	08/13/2020	Accounts Payable	Law Offices of Harriette P. Levitt, PLLC	\$500.00
304447	08/06/2020	08/13/2020	Accounts Payable	LBISat LLC	\$144.00
304448	08/06/2020	08/11/2020	Accounts Payable	Manceau, Jiraanong	\$321.20
304449	08/06/2020	08/12/2020	Accounts Payable	Maxim Staffing Solutions	\$2,412.00
304450	08/06/2020	08/11/2020	Accounts Payable	McCreary Group	\$152.60
304451	08/06/2020	08/17/2020	Accounts Payable	Mountain Home Interiors	\$8,601.87
304452	08/06/2020	08/11/2020	Accounts Payable	Northern Gila County Sanitary District	\$166.05
304453	08/06/2020	08/14/2020	Accounts Payable	OffenderWatch	\$47.85
304454	08/06/2020	08/13/2020	Accounts Payable	Pima County Government	\$20.00
304455	08/06/2020	08/11/2020	Accounts Payable	Poarch, Tiffany, A	\$178.53
304456	08/06/2020	08/11/2020	Accounts Payable	Ricoh USA, Inc.	\$47.34
304457	08/06/2020	08/13/2020	Accounts Payable	Ripple , Denice	\$2,202.90
304458	08/06/2020	08/11/2020	Accounts Payable	Rives, Larry, Leroy	\$774.00
304459	08/06/2020	08/10/2020	Accounts Payable	Salt River Project	\$1,321.01
304460	08/06/2020	08/11/2020	Accounts Payable	San Carlos Apache Tribe	\$483.18
304461	08/06/2020		Accounts Payable	San Carlos Apache Tribe	\$5,750.00
304462	08/06/2020	08/12/2020	Accounts Payable	Skaggs Public Safety Uniforms &	\$519.76

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304463	08/06/2020	08/17/2020	Accounts Payable	Sparkletts Water	\$45.50
304464	08/06/2020		Accounts Payable	Spurgeon, Yolanda	\$72.10
304465	08/06/2020	08/14/2020	Accounts Payable	Stanley Convergent Security Solutions	\$30,851.25
304466	08/06/2020	08/12/2020	Accounts Payable	Suddenlink	\$1,300.35
304467	08/06/2020	08/17/2020	Accounts Payable	Swinney, Michael, A	\$180.00
304468	08/06/2020	08/11/2020	Accounts Payable	The Sandbagger, LLC	\$21,697.00
304469	08/06/2020	08/12/2020	Accounts Payable	Thomson Reuters West	\$373.14
304470	08/06/2020	08/12/2020	Accounts Payable	Thyssenkrupp Elevator Corporation	\$737.66
304471	08/06/2020	08/13/2020	Accounts Payable	Town of Payson	\$1,287.76
304472	08/06/2020		Accounts Payable	Trimble, Chebel	\$200.00
304473	08/06/2020	08/14/2020	Accounts Payable	Trinity Services Group, Inc.	\$29,793.94
304474	08/06/2020	08/11/2020	Accounts Payable	Triplet Mountain Communications, Inc.	\$10,772.99
304475	08/06/2020	08/20/2020	Accounts Payable	UniFirst Corporation	\$275.11
304476	08/06/2020	08/14/2020	Accounts Payable	Voakes, Donald, R	\$291.67
304477	08/06/2020	08/11/2020	Accounts Payable	Waugh PSY.D PLLC , Gregory	\$3,290.00
304478	08/06/2020	08/13/2020	Accounts Payable	Woodson Engineering & Surveying Inc.	\$4,000.00
304479	08/06/2020	08/18/2020	Accounts Payable	Helmick, Patricia	\$8.00
304480	08/06/2020		Accounts Payable	The Owens Law Firm	\$8.00
304481	08/11/2020	08/17/2020	Accounts Payable	Ardt, Douglas, M	\$145.00
304482	08/11/2020	08/14/2020	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,250.00
304483	08/11/2020	08/18/2020	Accounts Payable	Arizona Supreme Court	\$3,320.00
304484	08/11/2020	08/20/2020	Accounts Payable	Bailey, Randall, A	\$171.75
304485	08/11/2020	08/17/2020	Accounts Payable	Barnes, Cynthia	\$105.00
304486	08/11/2020	08/17/2020	Accounts Payable	Beaver , Larry	\$105.00
304487	08/11/2020	08/19/2020	Accounts Payable	Belarde, Estelle, K	\$155.00
304488	08/11/2020	08/14/2020	Accounts Payable	Belcher, Thomas, D	\$105.00
304489	08/11/2020	08/18/2020	Accounts Payable	Bengtson, Randy	\$96.00
304490	08/11/2020	08/18/2020	Accounts Payable	Boone, Cathy, Lou	\$105.00
304491	08/11/2020	08/17/2020	Accounts Payable	Bose Public Affairs Group	\$7,000.00
304492	08/11/2020	08/26/2020	Accounts Payable	Britain, Rodney	\$155.00
304493	08/11/2020	08/20/2020	Accounts Payable	Brouwer, Lynnette, F	\$105.00
304494	08/11/2020	08/19/2020	Accounts Payable	Bullock, Leonard	\$105.00
304495	08/11/2020	08/19/2020	Accounts Payable	Bullock, Sheila	\$105.00
304496	08/11/2020	08/18/2020	Accounts Payable	Burnette , Vino	\$155.00

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304497 08/11/2020 08/20/2020 Accounts Payable Camacho-Hernandez, Dallia \$105.00 304498 08/11/2020 08/20/2020 Accounts Payable CAMPOS, ANTONELLA \$105.00 304499 08/11/2020 08/20/2020 Accounts Payable Camanos, Patricia, A \$1145.00 304501 08/11/2020 08/14/2020 Accounts Payable Central Anzona Governments \$9,161.27 304502 08/11/2020 08/17/2020 Accounts Payable Christina Apartments \$902.00 304503 08/11/2020 08/17/2020 Accounts Payable Corkrell, Connie \$105.00 304505 08/11/2020 08/17/2020 Accounts Payable Corvinus, Howard, R \$105.00 304506 08/11/2020 08/17/2020 Accounts Payable Corvinus, Howard, R \$105.00 304507 08/11/2020 08/11/2020 Accounts Payable Cunningham, Debra \$105.00 304509 08/11/2020 08/11/2020 Accounts Payable Dalby, Robert, William \$155.00 304510 08/11/2020 08/11/2			i rom r ayn	1011t Date: 0/ 1/2020	To Taymont Date. 0/01/2020	
304499 08/11/2020 08/20/2020 Accounts Payable Campos, Patricia, A \$145.00 304500 08/11/2020 08/14/2020 Accounts Payable Central Arizona Governments \$9,161.27 304501 08/11/2020 08/17/2020 Accounts Payable Chambers, Bryan, B \$144.18 304502 08/11/2020 08/17/2020 Accounts Payable Christina Apartments \$902.00 304504 08/11/2020 08/17/2020 Accounts Payable Cobre Valley Publishing \$814.22 304505 08/11/2020 08/25/2020 Accounts Payable Corvinus, Howard, R \$105.00 304506 08/11/2020 08/24/2020 Accounts Payable Cenvinus, Howard, R \$105.00 304507 08/11/2020 08/12/2020 Accounts Payable Cunningham, Debra \$105.00 304508 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$165.00 304509 08/11/2020 08/18/2020 Accounts Payable Daiby, Robert, William \$165.00 304510 08/11/2020 08/	304497	08/11/2020	08/18/2020	Accounts Payable	Camacho-Hernandez, Dalila	\$105.00
304500 08/11/2020 08/14/2020 Accounts Payable Central Arizona Governments \$9,161.27 304501 08/11/2020 08/25/2020 Accounts Payable Chambers, Bryan, B \$144.18 304502 08/11/2020 08/17/2020 Accounts Payable Christina Apartments \$902.00 304503 08/11/2020 08/25/2020 Accounts Payable Cobre Valley Publishing \$841.42 304504 08/11/2020 08/25/2020 Accounts Payable Corvinus, Howard, R \$105.00 304506 08/11/2020 08/25/2020 Accounts Payable CRM of America LLC \$5,144.79 304507 08/11/2020 08/24/2020 Accounts Payable Cunningham, Debra \$105.00 304508 08/11/2020 08/18/2020 Accounts Payable Daiby, Robert, William \$155.00 304509 08/11/2020 08/11/2020 Accounts Payable Daiby, Wilma \$105.00 304511 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304512 08/11/2020 <td< td=""><td>304498</td><td>08/11/2020</td><td>08/20/2020</td><td>Accounts Payable</td><td>CAMPOS, ANTONELLA</td><td>\$105.00</td></td<>	304498	08/11/2020	08/20/2020	Accounts Payable	CAMPOS, ANTONELLA	\$105.00
304501 08/11/2020 08/25/2020 Accounts Payable Chambers, Bryan, B \$144.18 304502 08/11/2020 08/11/2020 Accounts Payable Christina Apartments \$902.00 304503 08/11/2020 08/12/2020 Accounts Payable Cobre Valley Publishing \$841.42 304505 08/11/2020 08/25/2020 Accounts Payable Corkrell, Connie \$105.00 304506 08/11/2020 08/17/2020 Accounts Payable Corvinus, Howard, R \$105.00 304507 08/11/2020 08/12/2020 Accounts Payable Cunningham, Debra \$105.00 304508 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$105.00 304509 08/11/2020 08/18/2020 Accounts Payable Dalby, Wilma \$105.00 304511 08/11/2020 08/12/2020 Accounts Payable Doe, CHARLES \$500.00 304512 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/11/2020	304499	08/11/2020	08/20/2020	Accounts Payable	Campos, Patricia, A	\$145.00
304502 08/11/2020 08/17/2020 Accounts Payable Christina Apartments \$902.00 304503 08/11/2020 08/17/2020 Accounts Payable Cobre Valley Publishing \$841.42 304504 08/11/2020 08/25/2020 Accounts Payable Cockrell, Connie \$105.00 304505 08/11/2020 08/25/2020 Accounts Payable Corvinus, Howard, R \$105.00 304506 08/11/2020 08/21/2020 Accounts Payable Curningham, Debra \$105.00 304507 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$155.00 304509 08/11/2020 08/18/2020 Accounts Payable Dalby, Wilma \$105.00 304511 08/11/2020 08/18/2020 Accounts Payable Doe, CHARLES \$500.00 304512 08/11/2020 08/26/2020 Accounts Payable Darbyer, Herbert \$155.00 304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304516 08/11/2020 08/13/2020 Accounts	304500	08/11/2020	08/14/2020	Accounts Payable	Central Arizona Governments	\$9,161.27
304503 08/11/2020 08/11/2020 Accounts Payable Cobre Valley Publishing \$841.42 304504 08/11/2020 08/25/2020 Accounts Payable Cockrell, Connie \$105.00 304506 08/11/2020 08/17/2020 Accounts Payable Corvinus, Howard, R \$105.00 304507 08/11/2020 08/18/2020 Accounts Payable CRM of America LLC \$5,144.79 304508 08/11/2020 08/18/2020 Accounts Payable Cunningham, Debra \$105.00 304509 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$105.00 304510 08/11/2020 08/18/2020 Accounts Payable DoE, CHARLES \$500.00 304511 08/11/2020 08/26/2020 Accounts Payable Dwyer, Herbert \$155.00 304512 08/11/2020 08/12/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304514 08/11/2020 08/17/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304514 08/11/2020 08/18/2020 <td>304501</td> <td>08/11/2020</td> <td>08/25/2020</td> <td>Accounts Payable</td> <td>Chambers, Bryan, B</td> <td>\$144.18</td>	304501	08/11/2020	08/25/2020	Accounts Payable	Chambers, Bryan, B	\$144.18
304504 08/11/2020 08/25/2020 Accounts Payable Cockrell, Connie \$105.00 304505 08/11/2020 Accounts Payable Convinus, Howard, R \$105.00 304506 08/11/2020 08/11/2020 Accounts Payable CRM of America LLC \$5,144.79 304507 08/11/2020 08/18/2020 Accounts Payable Cunningham, Debra \$105.00 304508 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$155.00 304509 08/11/2020 08/18/2020 Accounts Payable DOE, CHARLES \$500.00 304511 08/11/2020 08/17/2020 Accounts Payable DOE, CHARLES \$500.00 304512 08/11/2020 08/26/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304515 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304516 08/11/2020 08/18/2020 Accounts Payable <td>304502</td> <td>08/11/2020</td> <td>08/17/2020</td> <td>Accounts Payable</td> <td>Christina Apartments</td> <td>\$902.00</td>	304502	08/11/2020	08/17/2020	Accounts Payable	Christina Apartments	\$902.00
304505 08/11/2020 Accounts Payable Corvinus, Howard, R \$105.00 304506 08/11/2020 08/17/2020 Accounts Payable CRM of America LLC \$5,144.79 304507 08/11/2020 08/24/2020 Accounts Payable Cunningham, Debra \$105.00 304508 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$155.00 304509 08/11/2020 08/18/2020 Accounts Payable Dalby, Wilma \$105.00 304511 08/11/2020 08/26/2020 Accounts Payable Dec, CHARLES \$500.00 304511 08/11/2020 08/26/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304512 08/11/2020 08/21/2020 Accounts Payable Egler, Silvanus, J \$105.00 304514 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304515 08/11/2020 08/18/2020 Accounts Payable Enene, Virginia \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable	304503	08/11/2020	08/17/2020	Accounts Payable	Cobre Valley Publishing	\$841.42
304506 08/11/2020 08/17/2020 Accounts Payable CRM of America LLC \$5,144.79 304507 08/11/2020 08/24/2020 Accounts Payable Cunningham, Debra \$105.00 304508 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$155.00 304509 08/11/2020 08/18/2020 Accounts Payable Dalby, Wilma \$105.00 304510 08/11/2020 08/17/2020 Accounts Payable DOE, CHARLES \$500.00 304511 08/11/2020 08/26/2020 Accounts Payable Dwyer, Herbert \$155.00 304512 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304515 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304516 08/11/2020 08/18/2020 Accounts Payable Ennen, Virginia \$105.00 304517 08/11/2020 08/18/2020 <t< td=""><td>304504</td><td>08/11/2020</td><td>08/25/2020</td><td>Accounts Payable</td><td>Cockrell, Connie</td><td>\$105.00</td></t<>	304504	08/11/2020	08/25/2020	Accounts Payable	Cockrell, Connie	\$105.00
304507 08/11/2020 08/24/2020 Accounts Payable Cunningham, Debra \$105.00 304508 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$155.00 304509 08/11/2020 08/18/2020 Accounts Payable Dalby, Wilma \$105.00 304510 08/11/2020 08/17/2020 Accounts Payable DOE, CHARLES \$500.00 304511 08/11/2020 08/26/2020 Accounts Payable Dwyer, Herbert \$155.00 304512 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304514 08/11/2020 08/17/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304515 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304518 08/11/2020 08/18/2020 A	304505	08/11/2020		Accounts Payable	Corvinus, Howard, R	\$105.00
304508 08/11/2020 08/18/2020 Accounts Payable Dalby, Robert, William \$155.00 304509 08/11/2020 08/18/2020 Accounts Payable Dalby, Wilma \$105.00 304510 08/11/2020 08/17/2020 Accounts Payable DOE, CHARLES \$500.00 304511 08/11/2020 08/26/2020 Accounts Payable Dwyer, Herbert \$155.00 304512 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/13/2020 Accounts Payable Ennen, Virginia \$105.00 304515 08/11/2020 08/17/2020 Accounts Payable Ennen, Virginia \$105.00 304515 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr., Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304519 08/11/2020 08/14/2020 Account	304506	08/11/2020	08/17/2020	Accounts Payable	CRM of America LLC	\$5,144.79
304509 08/11/2020 08/18/2020 Accounts Payable Dalby, Wilma \$105.00 304510 08/11/2020 08/17/2020 Accounts Payable DOE, CHARLES \$500.00 304511 08/11/2020 08/26/2020 Accounts Payable Dwyer, Herbert \$155.00 304512 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304514 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304515 08/11/2020 08/17/2020 Accounts Payable Ennen, Virginia \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr., Joseph \$105.00 304519 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304520 08/11/2020 08/14/2020 Acc	304507	08/11/2020	08/24/2020	Accounts Payable	Cunningham, Debra	\$105.00
304510 08/11/2020 08/17/2020 Accounts Payable DOE, CHARLES \$500.00 304511 08/11/2020 08/26/2020 Accounts Payable Dwyer, Herbert \$155.00 304512 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304514 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304515 08/11/2020 08/17/2020 Accounts Payable Ennen, Virginia \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr, Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304520 08/11/2020 08/14/2020 Accounts Payable Gale \$4,076.09 304521 08/11/2020 08/14/2020 Accounts P	304508	08/11/2020	08/18/2020	Accounts Payable	Dalby, Robert, William	\$155.00
304511 08/11/2020 08/26/2020 Accounts Payable Dwyer, Herbert \$155.00 304512 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304514 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304515 08/11/2020 08/13/2020 Accounts Payable Ennen, Virginia \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Everett , Deborah \$105.00 304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr., Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304529 08/11/2020 08/18/2020 Accounts Payable Gale \$4,076.09 304521 08/11/2020 08/17/2020 Accounts Payable Garcia, Sol \$50.00 304522 08/11/2020 08/14/2020 Accounts P	304509	08/11/2020	08/18/2020	Accounts Payable	Dalby, Wilma	\$105.00
304512 08/11/2020 08/21/2020 Accounts Payable EarthQuest Plumbing & Pumping LLC \$85.00 304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304514 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304515 08/11/2020 08/18/2020 Accounts Payable Ennen, Virginia \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr, Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304519 08/11/2020 08/18/2020 Accounts Payable Flowers, Rebecca \$155.00 304520 08/11/2020 08/14/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304521 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 <t< td=""><td>304510</td><td>08/11/2020</td><td>08/17/2020</td><td>Accounts Payable</td><td>DOE, CHARLES</td><td>\$500.00</td></t<>	304510	08/11/2020	08/17/2020	Accounts Payable	DOE, CHARLES	\$500.00
304513 08/11/2020 08/17/2020 Accounts Payable Egler, Silvanus, J \$105.00 304514 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304515 08/11/2020 08/17/2020 Accounts Payable Ennen, Virginia \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr, Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304519 08/11/2020 08/14/2020 Accounts Payable Gale \$4,076.09 304520 08/11/2020 08/14/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304521 08/11/2020 08/11/2020 Accounts Payable Garcia, Sol \$50.00 304522 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable <td>304511</td> <td>08/11/2020</td> <td>08/26/2020</td> <td>Accounts Payable</td> <td>Dwyer, Herbert</td> <td>\$155.00</td>	304511	08/11/2020	08/26/2020	Accounts Payable	Dwyer, Herbert	\$155.00
304514 08/11/2020 08/13/2020 Accounts Payable Empire Southwest LLC \$15,752.79 304515 08/11/2020 08/17/2020 Accounts Payable Ennen, Virginia \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr, Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304519 08/11/2020 08/18/2020 Accounts Payable Gale \$4,076.09 304520 08/11/2020 08/14/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304521 08/11/2020 08/11/2020 Accounts Payable Garcia, Sol \$50.00 304522 08/11/2020 08/11/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable	304512	08/11/2020	08/21/2020	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$85.00
304515 08/11/2020 08/17/2020 Accounts Payable Ennen, Virginia \$105.00 304516 08/11/2020 08/18/2020 Accounts Payable Everett, Deborah \$105.00 304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr, Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304519 08/11/2020 08/14/2020 Accounts Payable Flowers, Rebecca \$155.00 304520 08/11/2020 08/14/2020 Accounts Payable Gale \$4,076.09 304521 08/11/2020 08/17/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304522 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable	304513	08/11/2020	08/17/2020	Accounts Payable	Egler, Silvanus, J	\$105.00
304516 08/11/2020 08/18/2020 Accounts Payable Everett , Deborah \$105.00 304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr, Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304519 08/11/2020 Accounts Payable Flowers, Rebecca \$155.00 304520 08/11/2020 08/14/2020 Accounts Payable Gale \$4,076.09 304521 08/11/2020 08/17/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304522 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304525 08/11/2020 08/18/2020 Accounts Payable Hinojos, Daniel, Rios \$105.00 304526 08/11/2020 08/18/2020 Accounts Payable Holt, Roxie <td>304514</td> <td>08/11/2020</td> <td>08/13/2020</td> <td>Accounts Payable</td> <td>Empire Southwest LLC</td> <td>\$15,752.79</td>	304514	08/11/2020	08/13/2020	Accounts Payable	Empire Southwest LLC	\$15,752.79
304517 08/11/2020 08/18/2020 Accounts Payable Figueroa Jr, Joseph \$105.00 304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304519 08/11/2020 Accounts Payable Flowers, Rebecca \$155.00 304520 08/11/2020 08/14/2020 Accounts Payable Gale \$4,076.09 304521 08/11/2020 08/17/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304522 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 08/17/2020 Accounts Payable Holt, Roxie	304515	08/11/2020	08/17/2020	Accounts Payable	Ennen, Virginia	\$105.00
304518 08/11/2020 08/18/2020 Accounts Payable Flower, William, R \$105.00 304519 08/11/2020 Accounts Payable Flowers, Rebecca \$155.00 304520 08/11/2020 08/14/2020 Accounts Payable Gale \$4,076.09 304521 08/11/2020 08/17/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304522 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Holngren, John \$155.00 304528 08/11/2020 08/17/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie	304516	08/11/2020	08/18/2020	Accounts Payable	Everett , Deborah	\$105.00
304519 08/11/2020 Accounts Payable Flowers, Rebecca \$155.00 304520 08/11/2020 08/14/2020 Accounts Payable Gale \$4,076.09 304521 08/11/2020 08/17/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304522 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Holmgren, John \$155.00 304527 08/11/2020 08/17/2020 Accounts Payable Holt, Roxie \$171.75 304528 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304517	08/11/2020	08/18/2020	Accounts Payable	Figueroa Jr, Joseph	\$105.00
304520 08/11/2020 08/14/2020 Accounts Payable Gale \$4,076.09 304521 08/11/2020 08/17/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304522 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Hinojos, Daniel, Rios \$105.00 304527 08/11/2020 08/17/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 Accounts Payable Irving, Shari , Marie \$105.00	304518	08/11/2020	08/18/2020	Accounts Payable	Flower, William, R	\$105.00
304521 08/11/2020 08/17/2020 Accounts Payable Garcia, Jose, Luis \$105.00 304522 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Hinojos, Daniel, Rios \$105.00 304527 08/11/2020 08/17/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 Accounts Payable Irving, Shari , Marie \$105.00	304519	08/11/2020		Accounts Payable	Flowers, Rebecca	\$155.00
304522 08/11/2020 08/14/2020 Accounts Payable Garcia, Sol \$50.00 304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Hinojos, Daniel, Rios \$105.00 304527 08/11/2020 08/17/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304520	08/11/2020	08/14/2020	Accounts Payable	Gale	\$4,076.09
304523 08/11/2020 08/17/2020 Accounts Payable Garlinghouse, William \$105.00 304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Hinojos, Daniel, Rios \$105.00 304527 08/11/2020 08/17/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304521	08/11/2020	08/17/2020	Accounts Payable	Garcia, Jose, Luis	\$105.00
304524 08/11/2020 08/20/2020 Accounts Payable Gassaway, Nancy \$105.00 304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Hinojos, Daniel, Rios \$105.00 304527 08/11/2020 08/17/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304522	08/11/2020	08/14/2020	Accounts Payable	Garcia, Sol	\$50.00
304525 08/11/2020 08/18/2020 Accounts Payable HINOJOS, ANITA, H \$655.00 304526 08/11/2020 08/18/2020 Accounts Payable Hinojos, Daniel, Rios \$105.00 304527 08/11/2020 08/17/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304523	08/11/2020	08/17/2020	Accounts Payable	Garlinghouse, William	\$105.00
304526 08/11/2020 08/18/2020 Accounts Payable Hinojos, Daniel, Rios \$105.00 304527 08/11/2020 08/17/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304524	08/11/2020	08/20/2020	Accounts Payable	Gassaway, Nancy	\$105.00
304527 08/11/2020 08/17/2020 Accounts Payable Holmgren, John \$155.00 304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304525	08/11/2020	08/18/2020	Accounts Payable	HINOJOS, ANITA, H	\$655.00
304528 08/11/2020 Accounts Payable Holt, Roxie \$171.75 304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304526	08/11/2020	08/18/2020	Accounts Payable	Hinojos, Daniel, Rios	\$105.00
304529 08/11/2020 08/19/2020 Accounts Payable Irving, Shari , Marie \$105.00	304527	08/11/2020	08/17/2020	Accounts Payable	Holmgren, John	\$155.00
	304528	08/11/2020		Accounts Payable	Holt, Roxie	\$171.75
304530 08/11/2020 08/19/2020 Accounts Payable Jani-Serv, Inc \$4,561.34	304529	08/11/2020	08/19/2020	Accounts Payable	Irving, Shari , Marie	\$105.00
	304530	08/11/2020	08/19/2020	Accounts Payable	Jani-Serv, Inc	\$4,561.34

Payment Register

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304531	08/11/2020	08/17/2020	Accounts Payable	Jones, Lois	\$155.00
304532	08/11/2020	08/18/2020	Accounts Payable	Julkes, Bettie , J	\$105.00
304533	08/11/2020	08/19/2020	Accounts Payable	Juniper, Vanessa	\$105.00
304534	08/11/2020	08/17/2020	Accounts Payable	Kealoha, Teresa	\$105.00
304535	08/11/2020	08/18/2020	Accounts Payable	Ladriean, Richard	\$105.00
304536	08/11/2020	08/18/2020	Accounts Payable	LexisNexis Risk Solutions	\$2.00
304537	08/11/2020	08/18/2020	Accounts Payable	Loving, Valerie	\$105.00
304538	08/11/2020	08/21/2020	Accounts Payable	Lovins, MaryAnn	\$105.00
304540	08/11/2020	08/18/2020	Accounts Payable	Mariscal, Cheryle	\$108.00
304541	08/11/2020	08/25/2020	Accounts Payable	Martin, Christine	\$105.00
304542	08/11/2020	08/27/2020	Accounts Payable	Martin, Doris	\$105.00
304543	08/11/2020	08/18/2020	Accounts Payable	MATHIS, SHARON, K	\$105.00
304544	08/11/2020	08/14/2020	Accounts Payable	McKinney, Michael, Lynn	\$155.00
304545	08/11/2020		Accounts Payable	Miller, Anne, E	\$105.00
304546	08/11/2020	08/17/2020	Accounts Payable	MILLER, FRANCES	\$105.00
304547	08/11/2020	08/21/2020	Accounts Payable	Mortensen, Charlotte	\$105.00
304548	08/11/2020	08/21/2020	Accounts Payable	Mortensen, Marvin, L	\$105.00
304549	08/11/2020		Accounts Payable	Newell, Barbara	\$105.00
304550	08/11/2020	08/21/2020	Accounts Payable	Oliver, Jim	\$105.00
304551	08/11/2020	08/17/2020	Accounts Payable	Olson, Dylan	\$120.00
304552	08/11/2020	08/18/2020	Accounts Payable	Orear, Frances, L	\$105.00
304553	08/11/2020	08/14/2020	Accounts Payable	Paulus, Gayle	\$105.00
304554	08/11/2020	08/19/2020	Accounts Payable	Payson Roundup	\$875.47
304555	08/11/2020	08/25/2020	Accounts Payable	Pinal County	\$4,550.00
304556	08/11/2020	08/17/2020	Accounts Payable	POLK JR, ELBERT	\$105.00
304557	08/11/2020		Accounts Payable	Pope, Ubreka	\$105.00
304558	08/11/2020	08/20/2020	Accounts Payable	Porter, Peggy	\$105.00
304559	08/11/2020	08/14/2020	Accounts Payable	Ramage , Ryan	\$105.00
304560	08/11/2020		Accounts Payable	Randall, La Donna , C	\$105.00
304561	08/11/2020	08/18/2020	Accounts Payable	Rodgers, Donna	\$105.00
304562	08/11/2020	08/19/2020	Accounts Payable	Rogers, Linda	\$105.00
304563	08/11/2020		Accounts Payable	ROMERO, PAULA, M	\$500.00
304564	08/11/2020	08/19/2020	Accounts Payable	Rowe, Maryann, L	\$155.00
304565	08/11/2020	08/18/2020	Accounts Payable	Russell, Paula	\$105.00

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304566	08/11/2020	08/14/2020	Accounts Payable	Sanders Transport	\$1,173.25
304567	08/11/2020	08/14/2020	Accounts Payable	Schneidewind, Kathryn	\$105.00
304568	08/11/2020	08/17/2020	Accounts Payable	Schwenk, Lynda	\$105.00
304569	08/11/2020	08/21/2020	Accounts Payable	SHAFFERKOETTER, JUDY	\$155.00
304570	08/11/2020	08/17/2020	Accounts Payable	Shively, Clair, D	\$145.00
304571	08/11/2020	08/24/2020	Accounts Payable	Starr, Edith	\$145.00
304572	08/11/2020		Accounts Payable	Stevens , Esther	\$155.00
304573	08/11/2020	08/14/2020	Accounts Payable	Stroud, Barbara	\$105.00
304574	08/11/2020	08/25/2020	Accounts Payable	TASC, Inc.	\$535.50
304575	08/11/2020	08/19/2020	Accounts Payable	Teeples III, Charles	\$105.00
304576	08/11/2020	08/21/2020	Accounts Payable	THERMO FLUIDS INC	\$150.40
304577	08/11/2020	08/20/2020	Accounts Payable	Thieme, Diana	\$105.00
304578	08/11/2020	08/26/2020	Accounts Payable	Thompson, Catherine, Jean	\$105.00
304579	08/11/2020	08/19/2020	Accounts Payable	THOMPSON, ELTON	\$105.00
304580	08/11/2020	08/19/2020	Accounts Payable	Thompson, Lee, Nette	\$105.00
304581	08/11/2020		Accounts Payable	Thompson, Lindsey, Jean	\$105.00
304582	08/11/2020	08/19/2020	Accounts Payable	Tolle, Judith	\$105.00
304583	08/11/2020	08/14/2020	Accounts Payable	Underhill, Charlene	\$105.00
304584	08/11/2020	08/19/2020	Accounts Payable	Van Keuren, Denise, D	\$105.00
304585	08/11/2020		Accounts Payable	Varker, Judith	\$105.00
304586	08/11/2020	08/14/2020	Accounts Payable	Weintraut, Philip	\$105.00
304587	08/11/2020		Accounts Payable	Williams, Eddie	\$105.00
304588	08/11/2020	08/19/2020	Accounts Payable	Younker, Darlene	\$105.00
304589	08/13/2020	08/19/2020	Accounts Payable	Againeses, Shirley	\$696.00
304590	08/13/2020	08/25/2020	Accounts Payable	Alexander, John D	\$105.00
304591	08/13/2020	08/20/2020	Accounts Payable	Allen, George	\$45.00
304592	08/13/2020	08/17/2020	Accounts Payable	American Outdoor Advertising LLC	\$200.00
304593	08/13/2020	08/18/2020	Accounts Payable	Archaeological Consulting Services, Ltd.	\$8,367.37
304594	08/13/2020	08/19/2020	Accounts Payable	Ardt, Douglas, M	\$96.00
304595	08/13/2020	08/19/2020	Accounts Payable	Arizona Counties Insurance Pool	\$7,649.08
304596	08/13/2020	08/18/2020	Accounts Payable	Arizona Public Service	\$483.39
304597	08/13/2020	08/25/2020	Accounts Payable	Barsness, Gregory	\$105.00
304598	08/13/2020	08/20/2020	Accounts Payable	Beltran, Michael, D	\$127.50
304599	08/13/2020	08/18/2020	Accounts Payable	Bengtson, Randy	\$771.00

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304600	08/13/2020	08/19/2020	Accounts Payable	Boyer, Roland, S	\$78.00
304601	08/13/2020	08/27/2020	Accounts Payable	Brewer, Jeralyn	\$105.00
304602	08/13/2020	08/18/2020	Accounts Payable	Broeder, Charles	\$26.00
304603	08/13/2020		Accounts Payable	Bryant, Jesse, R	\$34.00
304604	08/13/2020	08/19/2020	Accounts Payable	C&M Communications LLC	\$47.93
304605	08/13/2020		Accounts Payable	CASILLAS, SHAUNAE	\$39.00
304606	08/13/2020	08/21/2020	Accounts Payable	Center for Disease Detection	\$281.06
304607	08/13/2020	08/19/2020	Accounts Payable	CenturyLink	\$532.02
304608	08/13/2020	08/20/2020	Accounts Payable	Cintas Fire 636525	\$31.44
304609	08/13/2020	08/19/2020	Accounts Payable	Cobre Valley Publishing	\$434.08
304610	08/13/2020	08/19/2020	Accounts Payable	Cobre Valley Publishing	\$767.25
304611	08/13/2020	08/19/2020	Accounts Payable	Cobre Valley Publishing	\$613.80
304612	08/13/2020	08/19/2020	Accounts Payable	Collins & Collins LLP	\$16,254.00
304613	08/13/2020	08/18/2020	Accounts Payable	COMMAND SOLUTIONS 4	\$4,200.00
304614	08/13/2020	08/20/2020	Accounts Payable	CorEMR L.C.	\$250.00
304615	08/13/2020	08/19/2020	Accounts Payable	CRM of America LLC	\$9,215.34
304616	08/13/2020	08/20/2020	Accounts Payable	Cunningham, Alex	\$100.00
304617	08/13/2020	08/18/2020	Accounts Payable	Digital Imaging Systems, LLC	\$240.54
304618	08/13/2020	08/19/2020	Accounts Payable	DUMLER, DAVID	\$100.00
304619	08/13/2020	08/25/2020	Accounts Payable	Dye, Shirley	\$105.00
304620	08/13/2020	08/21/2020	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$220.00
304621	08/13/2020	08/20/2020	Accounts Payable	FedEx	\$30.72
304622	08/13/2020	08/18/2020	Accounts Payable	Foster, Rosalie	\$105.00
304623	08/13/2020	08/20/2020	Accounts Payable	Fuelco Energy LLC	\$27,839.05
304624	08/13/2020	08/17/2020	Accounts Payable	Gila County Government	\$2,684.98
304625	08/13/2020	08/17/2020	Accounts Payable	Gila County Government	\$2,359.86
304626	08/13/2020	08/20/2020	Accounts Payable	Gila County Government	\$221,359.70
304627	08/13/2020	08/19/2020	Accounts Payable	Gooday, Rosie, A	\$155.00
304628	08/13/2020		Accounts Payable	Goulden III, Fred	\$36.00
304629	08/13/2020	08/18/2020	Accounts Payable	Guild Consulting LLC	\$20,000.00
304630	08/13/2020	08/20/2020	Accounts Payable	Hayes Enterprises	\$10,000.00
304631	08/13/2020	08/25/2020	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$5,501.00
304632	08/13/2020		Accounts Payable	Helm, Livesay & Worthington, Ltd	\$20.57
304633	08/13/2020	08/19/2020	Accounts Payable	Hicks , Shane	\$185.60

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304634	08/13/2020	08/18/2020	Accounts Payable	Holt, Robin	\$221.75
304635	08/13/2020		Accounts Payable	Huggins, Ricki, S	\$66.00
304636	08/13/2020	08/31/2020	Accounts Payable	Jackson , Barbara	\$155.00
304637	08/13/2020	08/19/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
304638	08/13/2020	08/18/2020	Accounts Payable	JC Wordsmith Translation &	\$360.00
304639	08/13/2020	08/19/2020	Accounts Payable	Kirch, Mark	\$201.73
304640	08/13/2020	08/31/2020	Accounts Payable	Kuzmanovic, Sasa	\$200.00
304641	08/13/2020	08/20/2020	Accounts Payable	Language Line Services, Inc.	\$10.24
304642	08/13/2020	08/24/2020	Accounts Payable	Little Stinker Septic Service, LLC	\$514.20
304643	08/13/2020		Accounts Payable	Loven Contracting Inc.	\$3,986.01
304644	08/13/2020	08/18/2020	Accounts Payable	Mariscal, Cheryle	\$48.00
304645	08/13/2020	08/25/2020	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$435.00
304646	08/13/2020	08/18/2020	Accounts Payable	Milliman, Nelson	\$105.00
304647	08/13/2020	08/25/2020	Accounts Payable	Modglin, Lisa, M	\$169.40
304648	08/13/2020	08/18/2020	Accounts Payable	Moorhead, Judith	\$723.00
304649	08/13/2020	08/18/2020	Accounts Payable	Moorhead, Samuel	\$741.00
304650	08/13/2020	08/20/2020	Accounts Payable	Mundy, Dixie	\$759.00
304651	08/13/2020		Accounts Payable	Nelson, Timothy	\$6,000.00
304652	08/13/2020	08/17/2020	Accounts Payable	O'Neil Printing Inc.	\$3,299.19
304653	08/13/2020	08/18/2020	Accounts Payable	Office Depot	\$2,368.28
304654	08/13/2020	08/18/2020	Accounts Payable	Olson, Dylan	\$30.00
304655	08/13/2020	08/19/2020	Accounts Payable	PATH, Inc.	\$6,362.90
304656	08/13/2020	08/20/2020	Accounts Payable	Payson Roundup	\$1,366.99
304657	08/13/2020	08/18/2020	Accounts Payable	Perez, Taylor	\$39.00
304658	08/13/2020	08/25/2020	Accounts Payable	Pioneer Title Agency Inc	\$125.00
304659	08/13/2020		Accounts Payable	Power , Victor, Owen	\$78.00
304660	08/13/2020	08/19/2020	Accounts Payable	R&M Repeater	\$1,279.93
304661	08/13/2020	08/18/2020	Accounts Payable	R&S Northeast LLC	\$117.19
304662	08/13/2020	08/21/2020	Accounts Payable	Rasmussen, James	\$105.00
304663	08/13/2020	08/26/2020	Accounts Payable	Rogers, David	\$256.17
304664	08/13/2020	08/18/2020	Accounts Payable	Rogers , Olga	\$60.00
304665	08/13/2020	08/18/2020	Accounts Payable	Rogers, William, Thomas	\$771.00
304666	08/13/2020	08/18/2020	Accounts Payable	Rolf, Rhonda, Leigh	\$905.00
304667	08/13/2020	08/19/2020	Accounts Payable	Schwenk, Lynda	\$96.00

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304668	08/13/2020	08/18/2020	Accounts Payable	Shred-It	\$110.26
304669	08/13/2020	08/20/2020	Accounts Payable	Sluyter, Cheryl, L	\$48.00
304670	08/13/2020	08/18/2020	Accounts Payable	Sparklight	\$638.77
304671	08/13/2020	08/18/2020	Accounts Payable	Speer , Jack	\$54.00
304672	08/13/2020	08/18/2020	Accounts Payable	Speer, Kiana	\$60.00
304673	08/13/2020	08/25/2020	Accounts Payable	Speer, Patrick, A	\$60.00
304674	08/13/2020	08/20/2020	Accounts Payable	State of Arizona	\$2,000.00
304675	08/13/2020	08/24/2020	Accounts Payable	State of Arizona	\$805.00
304676	08/13/2020	08/24/2020	Accounts Payable	Suddenlink	\$1,551.61
304677	08/13/2020	08/24/2020	Accounts Payable	Swinney, Michael, A	\$180.00
304678	08/13/2020	08/18/2020	Accounts Payable	The Sandbagger, LLC	\$2,441.00
304679	08/13/2020		Accounts Payable	Tioga Solor Gila, LLC	\$4,487.42
304680	08/13/2020	08/18/2020	Accounts Payable	Town of Miami	\$5,754.98
304681	08/13/2020	08/19/2020	Accounts Payable	TRUAX, LARUE	\$105.00
304682	08/13/2020	08/24/2020	Accounts Payable	UniFirst Corporation	\$107.97
304683	08/13/2020	08/21/2020	Accounts Payable	US Imaging Inc.	\$369.24
304684	08/13/2020	08/20/2020	Accounts Payable	Valenzuela, Jenny	\$45.00
304685	08/13/2020	08/18/2020	Accounts Payable	Viking Specialty Contracting	\$127,397.25
304686	08/13/2020	08/21/2020	Accounts Payable	Williams, Steven	\$66.00
304687	08/13/2020	08/18/2020	Accounts Payable	Wilson Investigative Services	\$800.00
304688	08/13/2020	08/28/2020	Accounts Payable	WOLAK, DAVID	\$144.19
304689	08/13/2020	08/18/2020	Accounts Payable	Woods , Donald	\$36.00
304690	08/13/2020	08/20/2020	Accounts Payable	Wright, Timothy	\$360.45
304691	08/17/2020		Accounts Payable	State of Arizona	\$43.00
304693	08/17/2020	08/25/2020	Accounts Payable	Affilion of Cobre Valley PLLC	\$409.77
304694	08/17/2020	08/21/2020	Accounts Payable	Alhambra Mobile Home Park & Storage	\$468.00
304695	08/17/2020	08/19/2020	Accounts Payable	Arizona Department of Revenue	\$3,000.04
304696	08/17/2020	08/21/2020	Accounts Payable	Cathcart SR, Lynn	\$196.00
304697	08/17/2020	08/21/2020	Accounts Payable	CenturyLink	\$385.57
304698	08/17/2020	08/27/2020	Accounts Payable	Chambers, Twila	\$196.00
304699	08/17/2020	08/25/2020	Accounts Payable	Cintas Fire 636525	\$415.57
304700	08/17/2020	08/20/2020	Accounts Payable	Cobre Valley Regional Medical Center	\$13,168.77
304701	08/17/2020	08/20/2020	Accounts Payable	Cobre Valley Regional Medical Center	\$726.57
304702	08/17/2020	08/20/2020	Accounts Payable	Community Bridges, Inc.	\$3,000.00

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304703	08/17/2020	08/25/2020	Accounts Payable	CORPORATE TECHNOLOGY	\$10,851.89
304704	08/17/2020	08/25/2020	Accounts Payable	CorrectCare Integrated Health Inc	\$456.00
304705	08/17/2020	08/21/2020	Accounts Payable	CRM of America LLC	\$4,989.27
304706	08/17/2020	08/24/2020	Accounts Payable	Elk Drywall LLC	\$750.00
304707	08/17/2020	08/21/2020	Accounts Payable	Gila County Cattle Growers Association	\$5,000.00
304708	08/17/2020	08/19/2020	Accounts Payable	Gila House Inc	\$144,000.00
304709	08/17/2020	08/21/2020	Accounts Payable	Green, J Daniel	\$1,680.00
304710	08/17/2020	08/24/2020	Accounts Payable	Integrity Attorney Services, Inc.	\$125.03
304711	08/17/2020	08/31/2020	Accounts Payable	Journal Technologies, Inc.	\$52,200.00
304712	08/17/2020	08/26/2020	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$144.14
304713	08/17/2020	08/25/2020	Accounts Payable	Konica Minolta Business Solutions	\$330.07
304714	08/17/2020	08/31/2020	Accounts Payable	Law Office of Samantha Sue Elledge,	\$4,945.32
304715	08/17/2020	08/21/2020	Accounts Payable	Maxim Staffing Solutions	\$8,572.50
304716	08/17/2020	08/21/2020	Accounts Payable	Mesa Oil Inc.	\$55.00
304717	08/17/2020		Accounts Payable	Northern Gila County Fair	\$10,000.00
304718	08/17/2020	08/21/2020	Accounts Payable	Office Depot	\$98.82
304719	08/17/2020	08/31/2020	Accounts Payable	Pathology Specialists of Arizona, LLP	\$121.14
304720	08/17/2020	08/25/2020	Accounts Payable	Payson Concrete & Materials, Inc.	\$2,036.27
304721	08/17/2020	08/24/2020	Accounts Payable	Payson Justice Court	\$3.07
304722	08/17/2020	08/24/2020	Accounts Payable	Payson Magistrate Court	\$3.22
304723	08/17/2020	08/21/2020	Accounts Payable	Pinnacle Prevention	\$13,500.00
304724	08/17/2020	08/24/2020	Accounts Payable	Schmitz, Evan	\$283.91
304725	08/17/2020	08/24/2020	Accounts Payable	Swiss VIIIage Self Storage	\$144.00
304726	08/17/2020	08/24/2020	Accounts Payable	Thomson Reuters West	\$3,186.79
304727	08/17/2020		Accounts Payable	Tri-City Fire District	\$1,310.41
304728	08/17/2020	08/20/2020	Accounts Payable	UniFirst Corporation	\$614.54
304729	08/17/2020	08/21/2020	Accounts Payable	Universal Police Supply Company	\$203.80
304730	08/17/2020	08/31/2020	Accounts Payable	Waters Sparkletts of Payson	\$67.50
304731	08/17/2020	08/26/2020	Accounts Payable	Westwood Pharmacy	\$526.43
304733	08/21/2020		Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$4,630.61
304734	08/21/2020	08/28/2020	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$239,799.38
304735	08/21/2020	08/20/2020	Accounts Payable	ARIZONA STATE RETIREMENT	\$172,854.43
304736	08/21/2020	08/25/2020	Accounts Payable	AZCOPS	\$13.50
304737	08/21/2020		Accounts Payable	COLONIAL SUPPLEMENTAL	\$6,240.47

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08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020		Accounts Payable Accounts Payable	CORP - AOC CORP - DISPATCHER	\$17,752.83 \$3,453.59
08/21/2020 08/21/2020 08/21/2020 08/21/2020		·		\$3,453.59
08/21/2020 08/21/2020 08/21/2020		A		
08/21/2020 08/21/2020		Accounts Payable	CORRECTIONS OFFICER	\$17,716.26
08/21/2020		Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
		Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$16,673.72
		Accounts Payable	EORP LEGACY	\$9,266.34
08/21/2020		Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
08/21/2020	08/20/2020	Accounts Payable	GILSBAR FSA	\$1,166.19
08/21/2020	08/20/2020	Accounts Payable	GILSBAR HSA	\$2,843.76
08/21/2020	08/25/2020	Accounts Payable	IVY FUNDS	\$567.50
08/21/2020	08/20/2020	Accounts Payable	JP MORGAN CHASE DOR	\$27,644.85
08/21/2020	08/20/2020	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$71,492.37
08/21/2020	08/20/2020	Accounts Payable	JP MORGAN CHASE FICA EE	\$60,248.49
08/21/2020	08/20/2020	Accounts Payable	JP MORGAN CHASE FICA ER	\$60,248.49
08/21/2020	08/20/2020	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,166.37
08/21/2020	08/20/2020	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,166.37
08/21/2020	08/25/2020	Accounts Payable	METLIFE	\$400.00
08/21/2020		Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
08/21/2020	08/25/2020	Accounts Payable	NATIONWIDE RETIREMENT	\$4,356.50
08/21/2020	08/25/2020	Accounts Payable	NATIONWIDE RETIREMENT	\$3,156.63
08/21/2020	08/26/2020	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$5,078.70
08/21/2020	08/26/2020	Accounts Payable	NORTHERN ARIZONA LAW	\$560.00
08/21/2020		Accounts Payable	PUBLIC SAFETY PERSONNEL	\$52,301.11
00/04/0000	08/26/2020	Accounts Payable	SECURITY BENEFIT GROUP	\$1,790.00
08/21/2020				\$1,790.00
08/21/2020		Accounts Payable	Social Security Administration	\$1,790.00
	08/21/2020	Accounts Payable Accounts Payable	SUPPORT PAYMENT	
08/21/2020		•	·	\$194.89
08/21/2020 08/21/2020		Accounts Payable	SUPPORT PAYMENT	\$194.89 \$2,754.41
08/21/2020 08/21/2020 08/21/2020		Accounts Payable Accounts Payable	SUPPORT PAYMENT CLEARING LIGHT THUNDERBIRD COLLECTION SPEC	\$194.89 \$2,754.41 \$135.92
08/21/2020 08/21/2020 08/21/2020 08/21/2020	08/21/2020	Accounts Payable Accounts Payable Accounts Payable	SUPPORT PAYMENT THUNDERBIRD COLLECTION SPEC UNITED STATES TREASURY	\$194.89 \$2,754.41 \$135.92 \$50.00
08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/19/2020	08/21/2020 08/25/2020	Accounts Payable Accounts Payable Accounts Payable Accounts Payable	SUPPORT PAYMENT THUNDERBIRD COLLECTION SPEC UNITED STATES TREASURY Alvarez, Alfonzo	\$194.89 \$2,754.41 \$135.92 \$50.00 \$153.08
08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/19/2020 08/19/2020	08/21/2020 08/25/2020 08/21/2020	Accounts Payable Accounts Payable Accounts Payable Accounts Payable Accounts Payable	SUPPORT PAYMENT THUNDERBIRD COLLECTION SPEC UNITED STATES TREASURY Alvarez, Alfonzo Arizona Planning & Paralegal Solutions	\$194.89 \$2,754.41 \$135.92 \$50.00 \$153.08 \$1,250.00
08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/19/2020 08/19/2020 08/19/2020	08/21/2020 08/25/2020 08/21/2020 08/25/2020	Accounts Payable Accounts Payable Accounts Payable Accounts Payable Accounts Payable Accounts Payable	SUPPORT PAYMENT THUNDERBIRD COLLECTION SPEC UNITED STATES TREASURY Alvarez, Alfonzo Arizona Planning & Paralegal Solutions Arizona Public Service	\$194.89 \$2,754.41 \$135.92 \$50.00 \$153.08 \$1,250.00 \$1,547.24
	08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020 08/21/2020	08/21/2020 08/25/2020 08/21/2020 08/20/2020 08/21/2020 08/20/2020 08/21/2020 08/20/2020 08/21/2020 08/20/2020 08/21/2020 08/20/2020 08/21/2020 08/20/2020 08/21/2020 08/20/2020 08/21/2020 08/25/2020 08/21/2020 08/25/2020 08/21/2020 08/25/2020 08/21/2020 08/25/2020 08/21/2020 08/25/2020 08/21/2020 08/26/2020 08/21/2020 08/26/2020 08/21/2020 08/26/2020	08/21/2020 08/25/2020 Accounts Payable 08/21/2020 08/20/2020 Accounts Payable 08/21/2020 08/25/2020 Accounts Payable 08/21/2020 08/25/2020 Accounts Payable 08/21/2020 08/25/2020 Accounts Payable 08/21/2020 08/26/2020 Accounts Payable 08/21/2020 08/26/2020 Accounts Payable 08/21/2020 08/26/2020 Accounts Payable 08/21/2020 08/26/2020 Accounts Payable	08/21/2020 08/25/2020 Accounts Payable IVY FUNDS 08/21/2020 08/20/2020 Accounts Payable JP MORGAN CHASE DOR 08/21/2020 08/20/2020 Accounts Payable JP MORGAN CHASE FEDERAL TAX 08/21/2020 08/20/2020 Accounts Payable JP MORGAN CHASE FICA EE 08/21/2020 08/20/2020 Accounts Payable JP MORGAN CHASE FICA ER 08/21/2020 08/20/2020 Accounts Payable JP MORGAN CHASE MEDICARE EE 08/21/2020 08/20/2020 Accounts Payable JP MORGAN CHASE MEDICARE EE 08/21/2020 08/20/2020 Accounts Payable METLIFE 08/21/2020 08/25/2020 Accounts Payable MODERN WOODMEN OF AMERICA 08/21/2020 08/25/2020 Accounts Payable NATIONWIDE RETIREMENT 08/21/2020 08/26/2020 Accounts Payable NATIONWIDE RETIREMENT 08/21/2020 08/26/2020 Accounts Payable NATIONWIDE TRUST Co FBO NRS 08/21/2020 08/26/2020 Accounts Payable NORTHERN ARIZONA LAW PUBLIC SAFETY PERSONNEL PUBLIC SAFETY PERSONNEL

Payment Register

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304773	08/19/2020	08/31/2020	Accounts Payable	Carahsoft Technology Corporation	\$568.18
304774	08/19/2020		Accounts Payable	Carrizo Apache Assembly of God	\$150.00
304775	08/19/2020		Accounts Payable	Cartegraph Systems LLC	\$19,214.93
304776	08/19/2020	08/26/2020	Accounts Payable	CDW Government	\$25,348.41
304777	08/19/2020	08/27/2020	Accounts Payable	CenturyLink	\$695.68
304778	08/19/2020	08/25/2020	Accounts Payable	CHRISTOPHER CREEK COMMUNITY	\$75.00
304779	08/19/2020	08/25/2020	Accounts Payable	Crown Castle USA, Inc	\$528.49
304780	08/19/2020	08/25/2020	Accounts Payable	East Valley Disaster Services Inc	\$1,153.58
304781	08/19/2020	08/28/2020	Accounts Payable	East Verde Baptist Church	\$75.00
304782	08/19/2020		Accounts Payable	Entry Point, LLC	\$1,000.00
304783	08/19/2020	08/27/2020	Accounts Payable	Expedition Church	\$150.00
304784	08/19/2020	08/24/2020	Accounts Payable	Federico, Joseph	\$8.00
304785	08/19/2020		Accounts Payable	FIRST BAPTIST CHURCH OF PINE	\$100.00
304786	08/19/2020	08/28/2020	Accounts Payable	Fuelco Energy LLC	\$2,900.88
304787	08/19/2020	08/24/2020	Accounts Payable	Gale	\$286.58
304788	08/19/2020	08/31/2020	Accounts Payable	GATEWAY MHP	\$1,779.94
304789	08/19/2020		Accounts Payable	Gisela Valley Community Center	\$150.00
304790	08/19/2020	08/27/2020	Accounts Payable	Guild Consulting LLC	\$24,375.00
304791	08/19/2020	08/24/2020	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$158.63
304792	08/19/2020	08/25/2020	Accounts Payable	Hillyard INC	\$365.82
304793	08/19/2020	08/25/2020	Accounts Payable	Hillyard-Flagstaff	\$14.11
304794	08/19/2020	08/31/2020	Accounts Payable	HLP, Inc.	\$17.15
304795	08/19/2020		Accounts Payable	Hot Topic Printing LLC	\$288.60
304796	08/19/2020	08/26/2020	Accounts Payable	Interstate Copy Shop	\$2,669.70
304797	08/19/2020	08/25/2020	Accounts Payable	JaLin Enterprises Inc.	\$772.19
304798	08/19/2020	08/21/2020	Accounts Payable	JC Wordsmith Translation &	\$180.00
304799	08/19/2020	08/31/2020	Accounts Payable	JJ Just Justice , Jannette C Rohtert	\$804.38
304800	08/19/2020	08/25/2020	Accounts Payable	Kimley-Horn & Associates, Inc.	\$3,502.65
304801	08/19/2020	08/26/2020	Accounts Payable	Konica Minolta Business Solutions	\$12,004.14
304802	08/19/2020	08/31/2020	Accounts Payable	Kuzmanovic, Sasa	\$200.00
304803	08/19/2020	08/25/2020	Accounts Payable	Language Connection	\$272.35
304804	08/19/2020	08/26/2020	Accounts Payable	MCI Communication Services, Inc.	\$36.11
304805	08/19/2020	08/27/2020	Accounts Payable	MCKINLOCK, PENNY, M	\$1,800.00
304806	08/19/2020	08/27/2020	Accounts Payable	Michelli Measurement Group, LLC	\$671.84

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304807	08/19/2020	08/27/2020	Accounts Payable	Mount Cross Lutheran Church	\$175.00
304808	08/19/2020	08/26/2020	Accounts Payable	Payson First Church of the Nazarene	\$150.00
304809	08/19/2020	08/27/2020	Accounts Payable	Payson Roundup	\$1,575.00
304810	08/19/2020		Accounts Payable	Pearce , Kelly, A	\$8.00
304811	08/19/2020		Accounts Payable	Pinal Mountain Elks Lodge #2809	\$150.00
304812	08/19/2020	08/24/2020	Accounts Payable	Pine-Strawberry Water Improvement	\$73.53
304813	08/19/2020	08/26/2020	Accounts Payable	PLEASANT VALLEY COMMUNITY	\$75.00
304814	08/19/2020		Accounts Payable	R&M Repeater	\$771.06
304815	08/19/2020	08/25/2020	Accounts Payable	Right Away Disposal	\$284.00
304816	08/19/2020	08/25/2020	Accounts Payable	Rim View Community Church	\$100.00
304817	08/19/2020	08/24/2020	Accounts Payable	Rolf, Rhonda, Leigh	\$800.00
304818	08/19/2020		Accounts Payable	ROOSEVELT BAPTIST CHURCH	\$75.00
304819	08/19/2020	08/24/2020	Accounts Payable	Sanders Transport	\$737.92
304820	08/19/2020	08/25/2020	Accounts Payable	SANOFI PASTEUR INC	\$947.92
304821	08/19/2020	08/27/2020	Accounts Payable	Schendel Pest Control	\$57.75
304822	08/19/2020		Accounts Payable	Service Plus	\$919.14
304823	08/19/2020	08/26/2020	Accounts Payable	Shred-It	\$128.78
304824	08/19/2020	08/24/2020	Accounts Payable	Sparklight	\$146.86
304825	08/19/2020		Accounts Payable	Swinney, Michael, A	\$180.00
304826	08/19/2020	08/28/2020	Accounts Payable	TDS Telecom	\$114.46
304827	08/19/2020		Accounts Payable	Tonto Basin Chamber of Commerce	\$75.00
304828	08/19/2020		Accounts Payable	Trimble, Chebel	\$400.00
304829	08/19/2020	08/26/2020	Accounts Payable	UniFirst Corporation	\$43.73
304830	08/19/2020	08/26/2020	Accounts Payable	US Imaging Inc.	\$31.93
304831	08/19/2020	08/26/2020	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$2,732.00
304832	08/19/2020	08/31/2020	Accounts Payable	Waters Sparkletts of Payson	\$37.50
304833	08/19/2020		Accounts Payable	Landin, Lisa	\$8.00
304834	08/19/2020		Accounts Payable	Provest	\$10.00
304835	08/19/2020		Accounts Payable	W.C. Trailer Park	\$8.00
304836	08/20/2020	08/26/2020	Accounts Payable	ARIZONA DEPARTMENT OF	\$21,357.27
304837	08/20/2020	08/24/2020	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,250.00
304838	08/20/2020	08/25/2020	Accounts Payable	Arizona Public Service	\$393.88
304839	08/20/2020		Accounts Payable	Arizona Supreme Court	\$750.00
304840	08/20/2020		Accounts Payable	Cardinal Health 110, LLC	\$1,357.44

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304841	08/20/2020	08/27/2020	Accounts Payable	CenturyLink	\$414.02
304842	08/20/2020		Accounts Payable	County of Yavapai	\$15,500.00
304843	08/20/2020	08/31/2020	Accounts Payable	Fiesta Business Products	\$304.35
304844	08/20/2020	08/28/2020	Accounts Payable	J&S Towing & Associates, LLC	\$330.00
304845	08/20/2020	08/26/2020	Accounts Payable	Jones, Robert	\$105.00
304846	08/20/2020	08/26/2020	Accounts Payable	Nenninger, Gerald, W	\$100.00
304847	08/20/2020	08/26/2020	Accounts Payable	SPOK, Inc.	\$200.18
304848	08/20/2020	08/28/2020	Accounts Payable	TDS Telecom	\$77.80
304849	08/20/2020		Accounts Payable	The University of Arizona	\$17,500.00
304850	08/20/2020	08/25/2020	Accounts Payable	Town of Miami	\$73,000.00
304851	08/20/2020	08/26/2020	Accounts Payable	UniFirst Corporation	\$112.46
304852	08/20/2020	08/26/2020	Accounts Payable	VERIZON WIRELESS	\$23,342.04
304853	08/20/2020	08/31/2020	Accounts Payable	Waters Sparkletts of Payson	\$15.00
304854	08/20/2020	08/26/2020	Accounts Payable	Wist Office Products Company	\$3,240.28
304855	08/25/2020		Accounts Payable	Pleasant Valley Community Medical	\$150.00
304856	08/25/2020		Accounts Payable	SANKS, CHRISTOPHER	\$100.00
304857	08/25/2020		Accounts Payable	SANKS, CHRISTOPHER	\$100.00
304858	08/25/2020		Accounts Payable	St. Paul's United Methodist Church	\$500.00
304859	08/25/2020		Accounts Payable	WILLIAMS, DEBRA, L	\$12.50
304860	08/25/2020		Accounts Payable	Advanced Controls Corporation	\$420.00
304861	08/25/2020	08/28/2020	Accounts Payable	Alhambra Mobile Home Park & Storage	\$1,792.66
304862	08/25/2020		Accounts Payable	Arizona Local Government Employee	\$495,612.30
304863	08/25/2020		Accounts Payable	Arizona Public Service	\$54,043.50
304864	08/25/2020		Accounts Payable	Arizona Public Service Company	\$71.77
304865	08/25/2020	08/31/2020	Accounts Payable	Arizona Water Company	\$279.79
304866	08/25/2020		Accounts Payable	AT&T	\$51.17
304867	08/25/2020	08/28/2020	Accounts Payable	Atomic Pest Control LLC	\$402.50
304868	08/25/2020		Accounts Payable	Barry A. Standifird P.C.	\$9,000.00
304869	08/25/2020		Accounts Payable	Beltran, Michael, D	\$120.00
304870	08/25/2020	08/28/2020	Accounts Payable	Bernays, Michael, B	\$6,000.00
304871	08/25/2020		Accounts Payable	BLACK MOUNTAIN EXCAVATING INC	\$2,710.00
304872	08/25/2020	08/31/2020	Accounts Payable	Blann JR, John	\$1,300.00
304873	08/25/2020		Accounts Payable	Borges Properties LLC	\$1,850.00
304874	08/25/2020		Accounts Payable	CBI Security Service	\$14,632.00

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304876	08/25/2020	08/31/2020	Accounts Payable	CenturyLink	\$424.80
304877	08/25/2020	08/31/2020	Accounts Payable	Copper State Sanitation	\$600.00
304878	08/25/2020		Accounts Payable	DCR Services & Construction, Inc	\$13,750.00
304879	08/25/2020	08/31/2020	Accounts Payable	Dell Marketing LP	\$45,688.94
304880	08/25/2020		Accounts Payable	DJ's Companies, Inc.	\$106.60
304881	08/25/2020	08/31/2020	Accounts Payable	Dowler, Duane	\$100.00
304882	08/25/2020		Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$533.96
304883	08/25/2020	08/31/2020	Accounts Payable	Election Systems & Software, LLC	\$2,260.51
304884	08/25/2020		Accounts Payable	Four Peaks Towing	\$327.00
304885	08/25/2020	08/31/2020	Accounts Payable	Freelance Litigation Solutions	\$1,687.50
304886	08/25/2020		Accounts Payable	Fuelco Energy LLC	\$2,433.17
304887	08/25/2020		Accounts Payable	Gila Sweeping LLC	\$475.00
304888	08/25/2020	08/27/2020	Accounts Payable	Henager Law Firm PLLC	\$8,053.50
304889	08/25/2020		Accounts Payable	Hillyard INC	\$196.98
304890	08/25/2020		Accounts Payable	JaLin Enterprises Inc.	\$834.80
304891	08/25/2020	08/31/2020	Accounts Payable	Jani-Serv, Inc	\$9,122.68
304892	08/25/2020	08/31/2020	Accounts Payable	Kerszykowski, Leonard, G	\$40.00
304893	08/25/2020	08/31/2020	Accounts Payable	Kuzmanovic, Sasa	\$200.00
304894	08/25/2020		Accounts Payable	Lamont Mortuary of Globe	\$585.00
304895	08/25/2020		Accounts Payable	Law Office of John S. Perlman, LLC	\$1,207.50
304896	08/25/2020		Accounts Payable	Lawman Investigations, LLC	\$445.50
304897	08/25/2020		Accounts Payable	Lupe, Shanda	\$105.00
304898	08/25/2020		Accounts Payable	Maxim Staffing Solutions	\$2,412.00
304899	08/25/2020	08/31/2020	Accounts Payable	McSpadden Ford Inc.	\$33,324.79
304900	08/25/2020		Accounts Payable	PITNEY BOWES INC	\$37.81
304901	08/25/2020		Accounts Payable	Pleasant Valley Community Medical	\$150.00
304902	08/25/2020	08/31/2020	Accounts Payable	Renee Kuhn Mitigation, LLC	\$1,710.00
304903	08/25/2020	08/28/2020	Accounts Payable	Sanders Transport	\$880.40
304904	08/25/2020	08/31/2020	Accounts Payable	SILVERADO TECHNOLOGIES	\$19,800.13
304905	08/25/2020		Accounts Payable	Skaggs Public Safety Uniforms &	\$10,789.34
304906	08/25/2020		Accounts Payable	Southwest Gas	\$653.48
304907	08/25/2020	08/31/2020	Accounts Payable	Sparkletts Water	\$947.75
304908	08/25/2020	08/31/2020	Accounts Payable	SPOK, Inc.	\$15.52
304909	08/25/2020		Accounts Payable	St. Paul's United Methodist Church	\$500.00

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		i rom i ayn	10111 Date: 0/ 1/2020	TO T dymont Date. 0/01/2020	
304910	08/25/2020	08/31/2020	Accounts Payable	State of Arizona	\$117,767.00
304911	08/25/2020		Accounts Payable	Swinney, Michael, A	\$180.00
304912	08/25/2020		Accounts Payable	TDS Telecom	\$126.11
304913	08/25/2020	08/31/2020	Accounts Payable	TELECHECK INTERNATIONAL, INC	\$90.00
304914	08/25/2020		Accounts Payable	The Arizona Partnership for	\$7.42
304915	08/25/2020		Accounts Payable	The Law Offices of Michael Ziemba	\$11,890.00
304916	08/25/2020		Accounts Payable	The Master's Touch, LLC	\$485.13
304917	08/25/2020		Accounts Payable	The Master's Touch, LLC	\$250.00
304918	08/25/2020		Accounts Payable	The Master's Touch, LLC	\$13,940.00
304919	08/25/2020		Accounts Payable	Town of Payson	\$44.21
304920	08/25/2020	08/28/2020	Accounts Payable	UniFirst Corporation	\$137.32
304921	08/25/2020		Accounts Payable	US Imaging Inc.	\$289.60
304922	08/25/2020		Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$2,651.63
304923	08/25/2020		Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$869.00
304924	08/25/2020		Accounts Payable	Waters Sparkletts of Payson	\$75.00
304925	08/25/2020	08/31/2020	Accounts Payable	Western Reprographics, LLC	\$121.72
304926	08/25/2020		Accounts Payable	Gomez, Rosa	\$20.00
304927	08/26/2020		Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
304928	08/26/2020		Accounts Payable	Architekton, Inc.	\$39,923.00
304929	08/26/2020		Accounts Payable	Arizona Supreme Court	\$63.00
304930	08/26/2020		Accounts Payable	Blueline Services LLC	\$115.00
304931	08/26/2020	08/31/2020	Accounts Payable	Center Ridge Apartments LLLP	\$3,015.20
304932	08/26/2020		Accounts Payable	CenturyLink	\$304.91
304933	08/26/2020	08/28/2020	Accounts Payable	Gila County Government	\$4,587.62
304934	08/26/2020		Accounts Payable	Huggins, Mary, M	\$800.00
304935	08/26/2020	08/31/2020	Accounts Payable	JC Wordsmith Translation &	\$180.00
304936	08/26/2020		Accounts Payable	Joerns, Mark, E	\$72.98
304937	08/26/2020		Accounts Payable	Kimley-Horn & Associates, Inc.	\$200.00
304938	08/26/2020		Accounts Payable	Lionbridge Technologies, Inc	\$168.18
304939	08/26/2020		Accounts Payable	Mesa Oil Inc.	\$195.00
304940	08/26/2020		Accounts Payable	Messinger Payson Funeral Home, Inc.	\$435.00
304941	08/26/2020		Accounts Payable	Ripple , Denice	\$1,667.80
304942	08/26/2020		Accounts Payable	Silverado Technologies	\$7,183.29
304943	08/26/2020	08/31/2020	Accounts Payable	Sparkletts Water	\$52.25

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304944	08/26/2020		Accounts Payable	State of Arizona	\$25,493.34
304945	08/26/2020		Accounts Payable	State of Arizona	\$3,712.67
304946	08/26/2020		Accounts Payable	Sun Painting Company	\$8,772.50
304947	08/26/2020	08/31/2020	Accounts Payable	The Architecture Company	\$6,708.25
304948	08/26/2020		Accounts Payable	The Master's Touch, LLC	\$175.00
304949	08/26/2020		Accounts Payable	VAISHVILLE, DENISE, R	\$391.39
304950	08/26/2020		Accounts Payable	VERIZON WIRELESS	\$1,551.63
304951	08/26/2020	08/31/2020	Accounts Payable	Ward, Curtis	\$100.00
304952	08/26/2020		Accounts Payable	Waters Sparkletts of Payson	\$15.00
304953	08/31/2020		Accounts Payable	Affilion of Cobre Valley PLLC	\$147.80
304954	08/31/2020		Accounts Payable	Alliant Arizona Propane, LLC	\$198.13
304955	08/31/2020		Accounts Payable	Arizona Department of Public Safety	\$67.00
304956	08/31/2020		Accounts Payable	ARIZONA DEPARTMENT OF	\$1,035.33
304957	08/31/2020		Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,250.00
304958	08/31/2020		Accounts Payable	Arizona Public Service	\$316.03
304959	08/31/2020		Accounts Payable	Arizona Water Company	\$2,347.05
304960	08/31/2020		Accounts Payable	CenturyLink	\$453.45
304961	08/31/2020		Accounts Payable	Cobre Valley Regional Medical Center	\$602.63
304962	08/31/2020		Accounts Payable	Crooked Sky Works	\$240.00
304963	08/31/2020		Accounts Payable	DJ's Companies, Inc.	\$106.60
304964	08/31/2020		Accounts Payable	Fuelco Energy LLC	\$14,716.65
304965	08/31/2020		Accounts Payable	Gila County Government	\$2,494.67
304966	08/31/2020		Accounts Payable	Guild Consulting LLC	\$24,375.00
304967	08/31/2020		Accounts Payable	Hillyard-Flagstaff	\$543.44
304968	08/31/2020		Accounts Payable	Hog Creek Towing & Impound Yard, Inc	\$214.00
304969	08/31/2020		Accounts Payable	Humane Society of Central Arizona	\$3,208.33
304970	08/31/2020		Accounts Payable	Hye Tech Network & Security Solutions,	\$25,384.87
304971	08/31/2020		Accounts Payable	Interstate Copy Shop	\$869.40
304972	08/31/2020		Accounts Payable	Iron Mountain	\$308.86
304973	08/31/2020		Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$117.51
304974	08/31/2020		Accounts Payable	KS StateBank	\$338.26
304975	08/31/2020		Accounts Payable	Maxim Staffing Solutions	\$3,082.00
304976	08/31/2020		Accounts Payable	MTE Communications	\$300.98
304977	08/31/2020		Accounts Payable	OffenderWatch	\$144.05

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304978	08/31/2020	Accounts Payable	Office Depot	\$207.37
304979	08/31/2020	Accounts Payable	Oil Price Information Service, LLC	\$499.85
304980	08/31/2020	Accounts Payable	Payson Roundup	\$80.42
304981	08/31/2020	Accounts Payable	Personnel Safety Enterprises, Inc	\$181.56
304982	08/31/2020	Accounts Payable	Quality Pumping	\$455.61
304983	08/31/2020	Accounts Payable	Rural Physicians Group - Pannu, PLLC	\$466.24
304984	08/31/2020	Accounts Payable	Sanders Custom Signs	\$163.30
304985	08/31/2020	Accounts Payable	Southwest Gas	\$850.52
304986	08/31/2020	Accounts Payable	Swank Movie Licensing USA	\$1,600.00
304987	08/31/2020	Accounts Payable	UniFirst Corporation	\$78.66
304988	08/31/2020	Accounts Payable	Waters Sparkletts of Payson	\$22.50
Type Check	Totals:	653 Transactions	-	\$4,322,006.94

JP Morgan AP - JP Morgan Accounts Payable Totals

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Payee Name	Transaction Amount
	AP - JP Morgan Ad				. ayoo namo	
<u>Check</u>						
304381	08/05/2020	Voided	Ach Direct Deposit	08/05/2020	JP MORGAN CHASE ACH DEPOSIT	\$649,948.92
304539	08/11/2020	Voided/Reissued	Other Void	08/17/2020	Lupe, Sandra	\$105.00
304692	08/17/2020	Voided	Other Void	08/24/2020	Lupe, Shandra	\$105.00
304732	08/19/2020	Voided	Ach Direct Deposit	08/19/2020	JP MORGAN CHASE ACH DEPOSIT	\$651,064.49
304769	08/19/2020	Voided	Wrong Address	08/20/2020	Arizona Supreme Court	\$750.00
304875	08/25/2020	Voided	Wrong Vendor	08/26/2020	Cedar Ridge Homes, LLC	\$2,592.20
Type Check	: Totals:				-	\$1,304,565.61

JP Morgan AP - JP Morgan Accounts Payable Totals

ARF-6241

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 09/15/2020

Reporting Report for County Manager Approved Contracts Under

Period: \$50,000 for the Month of August **Submitted For:** Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for County Manager Approved contracts under \$50,000 for the Month of August

Suggested Motion

Acknowledgement of contracts under \$50,000 which have been approved by the County Manager for the month of August.

Attachments

County Manager Under \$50K for August

Amendment No. 1 to Contract ADSPO18-207055 with Archaeological Consulting Services, Ltd

Service Agreement No. 072720 with Sun Painting Company

Amendment No. 2 to Service Agreement No. 011718 with Advanced Controls Corporation

Service Agreement No. 072220-1 with J-4 Excavating Equipment

Service Agreement No. 072220 with Black Mountain Excavating

<u>Professional Services Contract No. 080420 with Guild Health</u> Consulting

Amendment No. 1 to Service Agreement No. 061620 with Command Solutions 4

Client Support Agreement OGBE00636 with Empire Southwest
Maintenance Agreement 13024-S S.A.V.E Co-op with Cornerstone

Detention Products, Inc.

Service Agreement No. 081720-1 with Advantage Home Performance Service Agreement No. 081720 with Advantage Home Performance

<u>Professional Services Contract No. 071620 with Debrigida Law Office, PLLC</u>

Service Agreement No. 070820 with Hatch Construction and Paving, <u>Inc.</u>

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

August 01, 2020 to August 31, 2020

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Archaeological Consulting Services, Ltd	Amendment No. 1 to ADSP018-207055 State of Arizona Procurement Office Public Works	\$17,153.40	08-11-20 to 10-31-20	08-11-20	Expires	Amendment No. 1 will serve to extend the term of the contract to October 31, 2020, for a contract amount not to exceed Seventeen Thousand One Hundred Fifty Three dollars and 40/100's (\$17,153.40). Gila County wishes to utilize Archaeological Consulting Services, Ltd. to obtain the necessary permits required by the Clean Water Act Section 404 permitting for a bank stabilization project in Sycamore Creek in Tonto Basin, AZ. All documents executed by the State of Arizona on Contract No. ADSPO18-207055, apply to this procurement between Gila County and Archaeological Consulting Services, Ltd.
3	Sun Painting Company	Service Agreement No. 072720	\$9,083.00	08-11-20 to 09-30-20	08-11-20	Expires	Painting exterior and interior for Payson Health Project.
4	Advanced Controls Corp.	Facilities Management Amendment No. 2 to Services Agreement 011718 Facilities Management	\$5,040.00	03-16-20 to 03-15-21	08-11-20	Option to Renew	Amendment No. 2 will serve to extend the term of the contract from March 16,2020 to March 15, 2021. Monthly monitoring of Fire Alarm Panels-Systems monitoring; changes, additions or deletions may occur.
5	J-4 Excavating	Service Agreement No. 072220-1 Public Works	\$25,000.00	07-23-20 to 09-14-20	08-11-20	Expires	Upcoming monsoons preparing for contractor assistance with flooding issues. The Bush Baer team is predicting our monsoons might bring flooding to the fire area in Tonto Basin and Rye area. Contractor will provide equipment and operator in the event we need them.

6	Black Mountain Excavating	Service Agreement No. 072220 Public Works	\$25,000.00	07-23-20 to 09-14-20	08-11-20	Expires	Upcoming Monsoons preparing for contractor assistance with flooding issues. The Bush Baer team is predicting our monsoons might bring flooding to the fire area in Tonto Basin and Rye area. Contractor will provide equipment and operator in the event we need them.
7	Guild Health Consulting	Professional Services Contract No. 080420 Health and Emergency Services	\$10,000.00	09-01-20 to 06-30-21	08-1420	Expires	Gila County, on behalf of the State Emergency Response Commission (SERC), and Local Emergency Planning Committee (LEPC) has been awarded \$10,000 by the Arizona Department of Environmental Quality to build upon our annual LEPC exercise by seeking proposals for a 1 day conference that will tie into the exercise them and provide synergy and networking to the local response community.
8	Command Solutions 4	Amendment No. 1 to Service Agreement 061620 Health and Emergency Management	\$30,200.00	06-26-20 to 06-25-21	08-14-20	Expires	Amendment No. 1 will serve to increase the dollar amount of the contract by \$10,400. Contractor to assist Health and Management in COVID-19 Incident Command.
9	Empire Southwest	Generator Maintenance Agreement OGBE00636 Sheriff's Office	\$1,587.00	07-01-20 to 06-30-21	08-14-20	Option to Renew	Renewal agreement for maintenance support for the backup generator L45 located at the Sheriff's Office 911 Dispatch Center (1342 E. Monroe).

10	Cornerstone Detention Products, Inc.	Maintenance Agreement 13024-S Maricopa County/S.A.V.E. Co-op Sheriff's Office	\$10,000.00	07-01-20 to 06-30-21	08-26-20	Option to Renew	Gila County wishes to utilize Cornerstone Detention Products, Inc. to have a Maintenance Agreement in place for any repair on the Cameras and Recording System in the Jail. Have the cameras down could possibly pose a safety and security risk. All documents executed by the Maricopa County SAVE Co-op on Contract No. 13024-S, apply to this procurement between Gila County and Cornerstone Detention Products Inc.
11	Advantage Home Performance, Inc.	Service Agreement No. 081720-1 CDBG #11836 Community Services- Housing	\$9,100.00	08-26-20 to 10-14-20	08-26-20	Expires	The purpose of this CDBG project is, health and safety but not limited to, remove existing evap cooler and ductwork, replace with a new 14 SEER gas/electric split system, install new supply/return plenums, new r-8 duct system, new condensate, new thermostat, new electrical, new gas valve and flex.
12	Advantage Home Performance, Inc.	Service Agreement No. 081720 CDBG #10506 Community Services- Housing	\$8,068.00	08-26-20 to 10-14-20	08-26-20	Expires	The purpose of this CDBG project is, health and safety but not limited to, HVAC two zone mini split upper level, installation of mini split with new electrical.
13	Debrigida Law Offices	Professional Services Contract No. 071620 Superior Court	\$46,000.00	07-01-20 to 06-30-21	08-26-20	Expires	Gila County Court utilizes this attorney to provide legal services for indigent citizens.
14	Hatch Construction and Paving, Inc.	Service Agreement No. 070820 Public Works	\$42,214.00	08-27-20 to 11-30-20	08-27-20	Expires	Rock supply of 3" minus to use on Forest 512 and other Forest roads in the area that are maintained by Gila County.

AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement for the below project

Contract Name: Sycamore Creek Bank Stabilization Permit	Contract No.:	ADSPO18-207055 State of Arizona Procurement Office
Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 October 31, 2020, for a contract amount not to exceed Seventeen 40/100's (\$17,153.40). Gila County wishes to utilize Archaeological permits required by the Clean Water Act Section 404 permitting for a Tonto Basin, AZ. All Documents executed by the State of Arizona of procurement between Gila County and Archaeological Consulting Services.	Thousand One Hu Consulting Services a bank stabilization on Contract No. A	Indred Fifty Three dollars and s, Ltd. To obtain the necessary n project in Sycamore Creek in
Contract End Date: 10-31-20	Renewal O	ption: Yes No
Maximum Dollar Limit: \$17,153.40		
Contract Information		
Firm Name: Archaeological Consulting Services, Ltd.	Contact Person:	Lourdes Aguila
Address: 424 W Broadway Road F	Phone No: 480-	894-5477
City: Tempe State: AZ Fax:	En	nail: _laguila@acstempe.com
Special Notes: Gila County is part of the Arizona State Purchasing Cooperative – Proc State contract with Archaeological Consulting Services, Ltd., it will save has already been established in the State of Arizona bidding process.	·	
Authorization to use a Cooperative Purchasing Agreement with the Stabilization permits approved this day of day of	ate of Arizona, Con	tract No. ADSPO18-207055, for 2020.
GILA COUNTY MANAGER Ama Melos James Mentove	•	

SERVICE AGREEMENT NO. 072720 PAINTING-PAYSON HEALTH PROJECT

FACILITIES MANAGEMENT

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities Management or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 072720 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 072720 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 072720, 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. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u>: 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

Rei 3 Compensation and Employers Elasticy	
Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000 Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash Street**, **Globe**, **AZ**, **85501** or email to bhurst@gilacountyaz.gov. 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. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14 - TERM: The Contract commences on the date signed by the County Manager and remains in effect through September 30, 2020.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$9.083.00 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. 072720 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNT

James Menlove, County Manager
Date: 8.//12020

SUN PAINTING COMPANY

Hollobangh

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 072720

Sun Painting Company

408 N. Briarwood Payson, AZ 85541 (928) 474-3929 office@sunptg.com



Estimate

ADDRESS

Mark Warden Gila County 200 W. Main St. Payson, Az. 85541

Paint includes one coat of primer if needed and two coats of paint.

We require 25 percent of the total price at the start of the job and the remaining

ESTIMATE # 2127 DATE 06/26/2020

ACTIVITY		RATE	AMOUNT
Exterior Painting We hereby propose to furnish all labor, material, and equipment needed to prep and paint the exterior sidewalls and back wall, eaves, posts, overhangs, window trim around prefinished siding, columns, and stained entry eaves.	1	3,105.00	3,105.00
Prep includes covering all surfaces that are not to be painted, and caulking store front			
Paint and stain includes one coat of primer on all raw wood and two coats of paint and stain. Interior Painting We hereby propose to furnish all labor, materials, and equipment needed to prep and paint the interior walls, ceilings,	1	5,978.00	5,978.00
and doors. Excludes doors minus metal doors.			
Prep includes filling cracks and nail holes as needed, covering all surfaces that are not to be painted.			

ACTIVITY.

balance upon completion of all work stated above

*Upon acceptance of this proposal, copies of our General Liability, Auto and Worker's Compensation Insurance certificates will be provided to you direct from our carriers.

Duel Residential and Commercial License No. ROC.084038 CR-34

TOTAL

\$9,083.00

WATE AWOUNT

Accepted By

Accepted Date



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 011718

The following amendments are hereby incorporated into the agreement for the below project

FIRE ALARM PANELS SYSTEM MONITORING

ADVANCED CONTROLS CORPORATION

Effective March 16, 2018, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation would provide Fire Alarm Panels System Monitoring for various buildings in Gila County.

Amendment No. 1 to Service Agreement No. 011718, was executed on February 20, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2019 to March 15, 2020 for a contract amount not to exceed Five Thousand Forty dollars and 00/100's (\$5,040.00). Additionally, Amendment No. 1 served to remove from the contract the language "ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

Service Agreement No. 011718 will expire on March 15, 2020. Per Article 15-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 2 to Service Agreement No. 011718, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2020 to March 15, 2021 for a contract amount not to exceed Five Thousand Forty dollars and 00/100's (\$5,040.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 16, 2020 to March 15, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this ______ day of ______, 2020.

James Menlove, County Manager

Date: 8 . // . 10)-6

GILA COUNTY

ADVANCED CONTROLS CORPORATION

Signature

Print Name

SERVICE AGREEMENT NO. 072220-1 BUSH FIRE FLOOD REPAIR

PUBLIC WORKS

THIS AGREEMENT, made and entered into this day of day of 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and 1-4 Excavating Equipment of the City of Payson State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement 072220-1 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 072220-1 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 072220-1, 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. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u>: 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.

0	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
0	Personal and Advertising Injury	\$1,000,000
0	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

- Policy shall contain a waiver of subrogation against the County of Gila.
- 3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000 Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 - 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. <u>NOTICE OF CANCELLATION</u>: 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501 or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used.

If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect July 23, 2020 through September 14, 2020.

ARTICLE 15- PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$25,000.00 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. 072220-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Date: 8.11.2020

J-4 EXCAVATING EQUIPMENT

Signature

Print Name

SERVICE AGREEMENT NO. 072220 BUSH FIRE FLOOD REPAIR

PUBLIC WORKS

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 072220** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 072220** 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 072220**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.
 - 1. Commercial General Liability Occurrence Form

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

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

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate \$1,000,000 \$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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - 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. <u>NOTICE OF CANCELLATION</u>: 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department**, **1400** E. Ash St., Globe, AZ, 85501 or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used.

If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect July 23, 2020 through September 14, 2020.

ARTICLE 15- PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$25.000.00 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. 072220 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Date: 8.11.2020

BLACK MOUNTAIN EXCAVATING

PROFESSIONAL SERVICES CONTRACT NO. 080420 GILA COUNTY LEPC CONFERENCE

HEALTH AND EMERGENCY SERVICES

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 Health and Emergency Services Department or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 080420** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 080420** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 080420**, 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: To the extent permitted by law and subject to the limitations in Arizona Revised Statutes Section 34-226, Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, 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 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
	Fach Occurrence	\$1.000.000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate **\$1,000,000 \$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:
 - 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. <u>SUBCONTRACTORS:</u> 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.

policies required by this Contract at any time.

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

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

A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its SubContractors engaged in performance of this Agreement to ensure that the other party and its SubContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 - WARRANTY: Contractor warrants that services will be provided in a manner consistent with the Professional Standard of Care

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 September 01, 2020 and remains in effect through June 30, 2021.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$10,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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

IN WITNESS WHEREOF, Professional Services Contract No. 080420 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Data:

GUILD HEALTH CONSULTING

Signature

Duint Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 061620

The following amendments are hereby incorporated into the agreement for the below project

TODD WHITNEY COVID-19 INCIDENT COMMAND HEALTH AND EMERGENCY

HEALTH AND EMERGENCY MANAGEMENT

Effective June 26, 2020, Gila County and Command Solutions 4 entered into a contract whereby Command Solutions 4 agreed to provide COVID-19 Incident Command assistance to Health and Emergency Management.

Health and Emergency Management would like to increase the original contract amount of Nineteen Thousand Eight Hundred dollars and 00/100's (\$19,800) by an additional Ten Thousand Four Hundred dollars and 00/100's (\$10,400) due to the need of additional funds to complete the project.

Amendment No. 1 to Service Agreement No. 061620 will serve to increase the contract amount by an amount of Ten Thousand Four Hundred dollars and 00/100's (\$10,400).

Consequently, the contract is amended to increase the contract amount by \$10,400 for a new total contract amount of Thirty Thousand Two Hundred dollars and 00/100's (\$30.200).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the June 26, 2020 to June 25, 2021 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 14th day of August, 2020.

GILA COUNTY

James Menlove, County Manager

Date:

COMMAND SOLUTIONS 4

Signature

Drint Namo



Equipment Make	rator	Client_ Address_		Sila County Equipment Purchase 1400 E. Ash Street					
Model D25-8S Serial # 0GBE00636 Ar #			-			Globe, AZ	8550	1	
Size (kW, A)	21 k	:W			The State of				
	nt Contact Debra Williams		Phone_	928-402-1893		Site ID Dispatch - 1342 E. I			nroe St
Term of	Agreement:	1-Year							
Services	Price	Freque		Total Visits	Total Mor		Month of Se	rvices	
Full System Inspection	\$ 359.00	Annua	lly	1.00	\$	359	.00	Februar	у
Full Oil Service	\$ 702.00	Annua	lly	1.00	\$	702.00		August	
Filter Change Service		Select C	One		\$				
Coolant Replacement		Select C	One		_\$				
Hose(s) and Thermostat		Select C	One		\$				
Belt(s) Replacement		Select C	One		_\$_				
Load Bank Test	\$ 526.00 LB Length:			1.00	\$	526.	00	August	
Battery Replacement		Select C	ne		\$	-			
Megger Test		Select C	ne		S				
Pressure Wash		Select C	ne		5				
Valve Adjustment		Select O	ne		_\$_				
Fuel System Maintenance	Details:	Select O	ne		_\$_				
Additional Fluid .	Details:	Select O	ne		\$	-			
Transfer Switch		Select O	ne		_\$_				
Switchgear nspection		Select O	ne		\$	-			
Empire Contact _ Notes:				602-333-5622		including a		es and environm	

840 N. 43 Phoenix, AZ 85009

CSA INFORMATION SHEET

The attached pricing sheet(s) is effective July 2020 thru June 2021 NOTE: pricing end date does not indicate the termination of services. Client must terminate services,

TOTAL AMOUNT OF PRICING PERIOD

\$ 1,587.00 including all taxes and environmental fees

CHECK ONE

Services to be completed during Regular Business Hours (M-F 7am - 4pm) Services to be completed outside Regular Business Hours (over-time included)

Client Name:

Gila County Equipment Purchase

Client Name:

Client Address:

1400 E. Ash Street Client Address: Globe, AZ 85501

Client Phone #: 928-468-2801

Printed Name: James Menlove

County Manager Title:

Signature

P.O. #: NIA

Designated CLIENT CONTACT person responsible for scheduling the Equipment:

Name: Debra Williams

Phone: 928-402-1893

928-425-4416 Fax:

E-mail: dwilliams@qilacountyaz.gov

Client Account Number

0039225

Empire PM and Repair Service Contact: Landon Thacker

E-Mail: landon.thacker@empire-cat.com

Phone #: 602-333-5622

Fax #: 602-333-5666

After-hours Emergency Service 888-CAT-POWER

CONTRACT AGREEMENT

Contract Name:	Maintenance Agreement for Cameras	Contract No.:	13024-S Maricopa County/ S.A.V.E. Co-op
Maintenance Agre	use and Need (3-5 Sentences) Gila County wishes to ement in place for any repair on the Cameras a poly pose a safety and security risk. All document 4-S, apply to this procurement between Gila Cour	nd Recording System in ts executed by the Ma	n the Jail. Having the cameras cricopa County SAVE Co-op on
Contract End Date:	07-01-20 to 06-30-21	Renewal O	ption: Yes No
Maximum Dollar Lim	nit: \$10,000.00		
Contract Information			
Firm Name: Co	rnerstone Detention Products Inc.	Contact Person: Mic	chele Narvaez
Address: 20871 City: Tanner	State: AL 35671 Fax:	Phone No: 480-940 Email:	
purchasing. By using	of the Strategic Alliance for Volume Expenditures (S. the Maricopa County contract with Cornerstone Dete t already been established in the Maricopa County bide	ntion Products, Inc., it wil	A THE STATE OF
	se a Cooperative Purchasing Agreement with Parts, Maintenance & Repair approved this		
GILA COUNTY MAN	Anns Med		
James Menlove			

SERVICE AGREEMENT NO. 081720-1 CDBG #11836

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 26+day of 4 day of 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advantage Home Performance of the City of Prescott State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Community Services Department or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 081720-1 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 081720-1 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 No. 081720-1, 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. *Pertaining to Advantage Home Performance.

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

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

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

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate \$1,000,000 \$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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - 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.
 - 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: 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.

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All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400** E. Ash Street, Globe, AZ, 85501 or email to bhurst@gilacountyaz.gov. 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. <u>SUBCONTRACTORS</u>: 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. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services. Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner. against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14 - TERM: The Contract commences on the date signed by the County Manager and remains in effect through October 14, 2020.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$9,100.00 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. 081720-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY	ADVANTAGE HOME PERFORMANCE
James Meniove, County Manager	Muhael Uluscho Signature
Date:	Michael Uniacke
	Print Name

SERVICE AGREEMENT NO. 081720 CDBG #10506

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 26th day of August, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advantage Home Performance, of the City of Prescott, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Community Services Department or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 081720 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 081720 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 081720, 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. *Pertaining to Advantage Home Performance.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability - Occurrence Form

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

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

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate **\$1,000,000 \$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:
 - 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Gila County Purchasing Department, 1400 E. Ash Street, Globe, AZ, 85501 or email to bhurst@gilacountyaz.gov. 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. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401. each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14 - TERM: The Contract commences on the date signed by the County Manager and remains in effect through October 14, 2020

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$8,068.00 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. 081720 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY	ADVANTAGE HOME PERFORMANCE
Jama Menlin	Michael Uniquety
James Menlove, County Manager	Signature
Date: 8-26-2020	Michael Uniacke
tice states that this Contract shall be developed by the	Print Name

PROFESSIONAL SERVICES CONTRACT NO. 071620 LEGAL SERVICES

I. GENERAL STATEMENT

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

II. TERM OF AGREEMENT

A. <u>Period Covered:</u> It is understood between the undersigned attorney **DEBRIGIDA LAW OFFICES** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2020 TO JUNE 30, 2021.**

The County shall have the option to renew the contract for up to three (3) additional one (1) year periods, upon agreement of both parties.

B. <u>Termination:</u> Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any case assignments that were made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. <u>Indigent Dependency Representation:</u> The attorney agrees to provide legal services for the sum of ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT and THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT. Total compensation for Indigent Dependency Representation shall not exceed FORTY-SIX THOUSAND (\$46,000.00) DOLLARS for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

- 1) Routine / Non-routine expenses: Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.
- 2) <u>Extraordinary Costs:</u> The Attorney should file a motion <u>in advance</u> requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.
- 3) <u>Personal Expense:</u> Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.
- 4) <u>Costs Which Could Have Been Avoided:</u> Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

- 1) <u>Submission and Payment:</u> The Attorney may submit a monthly invoice for each month's services.
- 2) <u>Statistical Report:</u> The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. <u>Contract Category:</u> To the extent practicable, the attorney will be primarily assigned <u>Dependency cases</u>, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, Mental Health and Public Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time.

Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

- **B.** Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.
- **C.** <u>Rule 32's and Appeals:</u> Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

- 1) Readiness and Promptness: The Attorney agrees to be prepared and appear in Court promptly at or before the time set for hearings and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client before the time set for hearing, not at the time set for hearing.
- 2) <u>Law and Motion Day:</u> The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.
- 3) <u>Delays:</u> In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.
- B. <u>Meetings with the Court:</u> The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.
- **C.** <u>Statistical Reports:</u> The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.
- **D. Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted case processing time standards. The Attorney agrees to assist the Court in working on and obtaining those goals to the extent that it does not compromise the Attorney's ability to advocate.

E. <u>Dependency Cases</u>: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments. The Attorney further agrees to abide by all applicable provisions of the Arizona Rules of Procedure for the Juvenile Court.

F. Contact with and Representation of Client:

- 1) Office: The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.
- 2) <u>Communication and Representation:</u> The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.
- 3) <u>Calendar:</u> The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).
- 4) <u>Completion of Case:</u> The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.
- **G.** Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

- 1) <u>Timeliness and Basis:</u> Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.
- 2) <u>Copies:</u> Copies of motions should be sent to the assigned judge and the court administrator.
- 3) <u>Oral Argument:</u> If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

- 4) <u>Telephone Conference</u>: Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
- 5) <u>Non-Appearance Calendar:</u> Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
- 6) <u>Expedited Action</u>: If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any codefendant objects to the requested relief.
- 7) Orders: Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

- 1) <u>Temporary Pleadings:</u> Facsimile documents are intended to serve as temporary pleadings only.
- 2) <u>Originals:</u> After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) <u>Consent:</u> If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

- 1) Personal Attendance: The Attorney and the defendant must be personally present.
- 2) <u>Discovery:</u> The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 3) <u>Hearing Motions:</u> Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
 - 4) Continuances: Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

- 1) Personal Appearance: The Attorney and the defendant must be personally present.
- 2) Request: Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) <u>Purpose</u>: The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) <u>Assigned Judge:</u> Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.
- **E.** <u>Deadline Date for Plea Agreements:</u> Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.
- F. <u>Delinquency Cases</u>: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.
- **G.** <u>Dependency Cases:</u> Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

- 1) <u>Procedure:</u> Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.
- 2) Order: If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.
- 3) <u>Sanctions</u>: Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

- 1) <u>Preparation:</u> When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.
- 2) <u>Time:</u> Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.
- 3) <u>Video-Conferencing:</u> The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

- 1) <u>Defendant's Attendance:</u> The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.
- 2) Rescheduling: If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".
- 3) <u>Expense:</u> If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

- 1) <u>Notice:</u> The Attorney should give the Court at least one-week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.
- 2) <u>Permission:</u> The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.
- 3) <u>Attorney Presence:</u> The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 071620

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

APPROVED:

James Menlove, County Manager

DEBRIGIDA LAW OFFICES, PLLC

Timothy Wright, Presiding Judge

SERVICE AGREEMENT NO. 070820 FOURMILE PIT CRUSHING

PUBLIC WORKS

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement 070820 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 070820 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 070820, 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
٠	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

4. Professional Liability (Errors and Omissions Liability)

Each Claim Annual Aggregate \$1,000,000 \$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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - 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. <u>ACCEPTABILITY OF INSURERS</u>: 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501 or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401. Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used.

If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through November 30, 2020.

ARTICLE 15- PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$42.214.00 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. 070820 has been duly executed by the parties hereinabove named, on the date and year first above written.

Date: 8-27. 2020

HATCH CONSTRUCTION AND PAVING, INC.

Signature

CRIC KITZ

Print Name