

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 TELEVIEWED 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.

Citizens may watch the Board meeting live-streamed at:

<https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the July 13th Special Meeting agenda by no later than 5 p.m. on Monday, July 12th, by emailing to the Clerk of the Board at [msheppard@gilacountyaz.gov](mailto: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.

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## **SPECIAL MEETING - TUESDAY, JULY 13, 2021 - 10:00 A.M. REVISED**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
  - A. **(Adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors)** Convene a Truth in Taxation (TNT) public hearing to hear from citizens regarding the proposed primary property tax levy rate of \$.2425 per \$100 assessed value for FY 2022, excluding amounts that are attributable to new construction and any changes that may occur from property tax levies for voter-approved bonded indebtedness or budget and tax overrides, that is \$48,208 greater than the amount allowed without a TNT public hearing; and approve the proposed primary property tax levy rate of \$.2425 per \$100 of assessed value for FY 2022. **(Roll Call Vote) (Jacque Sanders) (Adjourn as the Gila County**

**Library District Board of Directors and reconvene as the Gila County Board of Supervisors)**

- B. Convene a Truth in Taxation (TNT) public hearing to hear from citizens on the proposed primary property tax levy for FY 2022, excluding amounts that are attributable to new construction and any changes that may occur from property tax levies for voter-approved bonded indebtedness or budget and tax overrides, that is \$515,636 greater than the allowable levy without a TNT public hearing; and approve the proposed primary property tax levy for FY 2022. **(Roll Call Vote) (Mary Springer)**
- C. **(Adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)** Convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Library District Tentative Budget, which was adopted on June 15, 2021 or any proposed changes to the FY 2022 Gila County Library District Tentative Budget; and adopt the FY 2022 Gila County Library District Budget in the amount of \$2,192,917. **(Jacque Sanders) (Adjourn as the Gila County Library District Board of Directors and convene as the Gila County Flood Control District Board of Directors.)**
- D. Convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Flood Control District Tentative Budget, which was adopted on June 15, 2021 or any proposed changes to the FY 2022 Gila County Flood Control District Tentative Budget; and adopt the FY 2022 Gila County Flood Control District Budget in the amount of \$246,030. **(Mary Springer) (Adjourn as the Gila County Flood Control District Board of Directors and convene as the Board of Directors for the Gila County Street Lighting Improvement Districts.)**



- E. Convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Street Lighting Improvement Districts' (SLIDs') Tentative Budgets which were adopted on June 15, 2021, or any proposed changes to the FY 2022 Gila County SLIDs' Tentative Budgets; and adopt the FY 2022 Budgets for Gila County SLIDs, as follows: Pine SLID - \$2,008; East Verde SLID - \$4,731; Miami Gardens SLID - \$3,166; Apache Hills SLID - \$3,750; Upper Glendale SLID - 1,574; Midland City/Central Heights SLID - \$15,613; and, Claypool SLID - \$18,361. **(Mary Springer) (Adjourn as the Board of Directors of the Gila County Street Lighting Improvement Districts and reconvene as the Gila County Board of Supervisors.)**
- F. Convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget which was adopted on June 15, 2021 or any proposed changes to the FY 2022 Gila County Tentative Budget; and adopt Resolution No. 21-07-03 authorizing the adoption of the FY 2022 Gila County Budget in the amount of \$115,838,783. **(Mary Springer)**

3. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve the use of State Contract No. ADSP018-207044 with JE Fuller/Hydrology & Geomorphology, Inc. in the amount of \$119,000 to complete four tasks to assist officials in alerting the public to flooding. **(Steve Sanders)**
- B. Information/Discussion/Action to approve the use of State Contract No. ADSP018-207044 with JE Fuller/Hydrology & Geomorphology, Inc. in the amount of \$260,000 to prepare design modeling for four watersheds affected by the Telegraph Fire and assist with flood mitigation measures. **(Steve Sanders)**

- C. Information/Discussion/Action for the Board of Supervisors to ratify its approval for the Board Chairman to sign various emergency contracts (listed and attached to this agenda item) which are related to emergency post-fire mitigation services. **(Mary Springer)**
- 4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
  - A. Approval for the Board Chairman to electronically sign Arizona Criminal Justice Commission FY 2020 Drug, Gang and Crime Control Grant Agreement No. DC-22-023 in the amount of \$73,954.52 for the period of July 1, 2021, to June 30, 2022.
  - B. Approval of a Special Event Liquor License Application submitted by Isabelle Hunt Memorial Public Library for a fundraising event to be held on October 16, 2021, at 6124 N. Randall Place located in Pine.
  - C. Approval of the Board of Supervisors' July 6, 2021 meeting minutes.
  - D. Approval of the monthly activity reports submitted by the Human Resources Department for June 2021.
  - E. Approval of finance reports/demands/transfers for the reporting period of June 1, 2021, through June 30, 2021.
- 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 A.R.S. §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-6717**

**Public Hearing 2. A.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Marian Sheppard, Clerk of the Board

Department: Deputy County Mgr/Library District

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Information

Request/Subject

Truth in Taxation (TNT) Hearing on the Proposed Fiscal Year 2021-2022 Property Tax Levy for the Gila County Library District.

Background Information

The Gila County Board of Supervisors acts as the Board of Directors (BOD) for the Gila County Library District.

The Gila County Library District BOD has published a notice of hearing to notify property taxpayers that the proposed primary property tax levy for FY 2022, excluding the amount attributable to new construction and any changes that may occur from property tax levies for voter-approved bonded indebtedness or budget and tax overrides, is greater than the amount levied for FY 2021.

Arizona Revised Statutes (A.R.S.) § 42-17107 states, "*The notice shall be published twice in a newspaper of general circulation in the county, city or town...*" The notice of public hearing was published in the June 29th and July 6th editions of the Payson Roundup newspaper. The BOD also issued a press release containing the TNT taxation notice.

Evaluation

By February 10, 2021, as required by the A.R.S., the Gila County Assessor transmitted to the Finance Department the total net primary assessed value of all properties in Gila County. The increase in revenue is attributable to new construction \$45,783 and increase Assessor valuations of \$48,208.

At the current primary property rate of \$.2425 per \$100 of assessed value, the property tax levy for FY 2022 is projected to be \$48,208 or 3.90% greater than the maximum tax rate without a TNT public hearing. The proposed Tentative Budget for FY 2022 is balanced utilizing this

additional revenue.

The BOD has scheduled this truth in taxation public hearing on this date to obtain comments from interested citizens.

### Conclusion

It is important that the Board approve the current \$.2425 tax rate and allow the increase in net assessed value to increase the available revenue to maintain Gila County Library District operations.

Per A.R.S. § 42-17107(A)(5), within 3 days after the TNT hearing, the Clerk of the Board on behalf of the Board of Supervisors shall mail a copy of the TNT notice, a statement of its publication or mailing, and the result of the Board's vote under paragraph 4 of this subsection to the Arizona Department of Revenue Property Tax Oversight Commission.

### Recommendation

Staff recommends that the BOD hold the public hearing and receive all comments from citizens regarding maintaining the current \$.2425 tax rate per \$100 assessed value and that any motion to adopt an increased levy be voted on by a roll call vote of Board members.

### Suggested Motion

**(Adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors)** Convene a Truth in Taxation (TNT) public hearing to hear from citizens regarding the proposed primary property tax levy rate of \$.2425 per \$100 assessed value for FY 2022, excluding amounts that are attributable to new construction and any changes that may occur from property tax levies for voter-approved bonded indebtedness or budget and tax overrides, that is \$48,208 greater than the amount allowed without a TNT public hearing; and approve the proposed primary property tax levy rate of \$.2425 per \$100 of assessed value for FY 2022. **(Roll Call Vote) (Jacque Sanders)**  
**(Adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors)**

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### Attachments

TNT Hearing Notice Library District

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## TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

In compliance with section 48-254, Arizona Revised Statutes, the Gila County Library District is notifying its property taxpayers of the Gila County Library District's intention to raise its primary property taxes over last year's level. The Gila County Library District is proposing an increase in primary property taxes of \$29,770 or 2.23%. The Library District Board of Directors will hold a public hearing on **Tuesday, July 13, 2021**, to hear taxpayers who wish to comment on the proposed primary property tax increase.

For example, the proposed tax increase will cause Gila County Library District's primary property taxes on a \$100,000 home to increase from \$23.72 (total taxes that would be owed without the proposed tax increase) to \$24.25 (total proposed taxes including the tax increase). This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

The public hearing will begin at 10:00 a.m. or thereafter at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, Arizona, and it will be simultaneously broadcast to the County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson, Arizona. Due to the COVID-19 pandemic, meeting attendance is limited so the general public is not allowed to attend in person at this time; however, all interested citizens are invited to attend and participate in the public hearing on the tax increase which is being live-streamed on YouTube at <https://www.youtube.com/channel/UCkCHWVqrl5AmJKbvYbO-k2A/live>.

Written comments may be submitted to the Clerk of the Board at [msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov) by Monday, July 12, 2021. In the subject line, please type "Comments-Library District Tax Increase". Written comments may also be submitted through YouTube at any time during the hearing.

**ARF-6718**

**Public Hearing 2. B.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Finance

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Information

Request/Subject

Truth in Taxation Hearing (TNT) on the Proposed Fiscal Year 2021-2022 Property Tax Levy for Gila County.

Background Information

The Gila County Board of Supervisors has published a notice of hearing to notify property taxpayers that the proposed primary property tax levy for FY 2022, excluding the amount attributable to new construction and any changes that may occur from property tax levies for voter-approved bonded indebtedness or budget and tax overrides, is greater than the amount levied for 2020.

Arizona Revised Statutes (A.R.S.) § 42-17107 states, "*The notice shall be published twice in a newspaper of general circulation in the county, city or town...*" The notice of public hearing was published in the June 29th and July 6th editions of the Payson Roundup newspaper. The BOD also issued a press release containing the TNT taxation notice.

Evaluation

By February 10, 2021, as required by the A.R.S., the Gila County Assessor transmitted to the Finance Department the total net primary assessed value of all properties in Gila County. The increases in revenue are attributable to new construction \$173,763 and increased Assessor valuations of \$515,636

At the current primary property rate of \$4.19 per \$100 of assessed value, the property tax levy for FY 2022 is projected to be \$515,636 or 2.4% greater than the maximum tax rate without a TNT public hearing. The proposed Tentative Budget for FY 2022 is balanced utilizing this additional revenue and the tax rate of \$4.19 per \$100 of assessed value remains unchanged for this budget year.

The Board of Supervisors has scheduled this TNT public hearing on this date to obtain comments from interested citizens.

### Conclusion

For the last 11 years, the Gila County Board of Supervisors has faithfully refrained from increasing the \$4.19 tax rate even under severe conditions imposed by state unfunded mandates and county fund sweeps by the state. The Elected Officials and the Board of Supervisors have been diligent in making operational adjustments and budget cuts to work within the revenues received.

It is important that the Board maintain the current \$4.19 tax rate and allow the increase in net assessed value to increase the available revenue to maintain county operations such as the Sheriff's Office, the Courts, the County Attorney, Public Works, all Elected Official Offices and appointed departments.

Per A.R.S. § 42-17107(A)(5), within 3 days after the TNT hearing, the Clerk of the Board on behalf of the Board of Supervisors shall mail a copy of the TNT notice, a statement of its publication or mailing, and the result of the Board's vote under paragraph 4 of this subsection to the Property Tax Oversight Commission.

### Recommendation

Staff recommends that the Board conduct the public hearing and receive all comments from citizens regarding maintaining the current tax rate of \$4.19 per \$100 of assessed value and that any motion to adopt an increased levy be voted on by a roll call vote of Board members.

### Suggested Motion

Convene a Truth in Taxation (TNT) public hearing to hear from citizens on the proposed primary property tax levy for FY 2022, excluding amounts that are attributable to new construction and any changes that may occur from property tax levies for voter-approved bonded indebtedness or budget and tax overrides, that is \$515,636 greater than the allowable levy without a TNT public hearing; and approve the proposed primary property tax levy for FY 2022. **(Roll Call Vote) (Mary Springer)**

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### Attachments

TNT Hearing Notice-Gila County 2021

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## TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

In compliance with section 42-17107, Arizona Revised Statutes, Gila County is notifying its property taxpayers of Gila County's intention to raise its primary property taxes over last year's level. Gila County is proposing an increase in primary property taxes of \$515,636 or 2.24%. The Board of Supervisors will hold a public hearing on **Tuesday, July 13, 2021**, to hear taxpayers who wish to comment on the proposed primary property tax increase.

For example, the proposed tax increase will cause Gila County's primary property taxes on a \$100,000 home to increase from \$409.82 (total taxes that would be owed without the proposed tax increase) to \$419.00 (total proposed taxes including the tax increase). This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

The public hearing will begin at 10:00 a.m. or thereafter at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, Arizona, and it will be simultaneously broadcast to the County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson, Arizona. Due to the COVID-19 pandemic, meeting attendance is limited so the general public is not allowed to attend in person at this time; however, all interested citizens are invited to attend and participate in the public hearing on the tax increase which is being live-streamed on YouTube at <https://www.youtube.com/channel/UCkCHWVqrl5AmJKbvYbO-k2A/live>.

Written comments may be submitted to the Clerk of the Board at [msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov) by Monday, July 12, 2021. In the subject line, please type "Comments-Gila County Tax Increase". Written comments may also be submitted through YouTube at any time during the hearing.

**ARF-6719**

**Public Hearing 2. C.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Marian Sheppard, Clerk of the Board

Department: Deputy County Mgr/Library District

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Information

Request/Subject

Public Hearing to Adopt the FY 2022 Gila County Library District Budget

Background Information

On June 15, 2021, the Gila County Library District Board of Directors (BOD) adopted the FY 2022 Gila County Library District Tentative Budget in the amount of \$2,192,917.

When the Board of Supervisors adopted the FY 2022 Gila County Tentative Budget, it also set a public hearing for this date to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget which includes the Library District Budget.

A notice of the public hearing was published in accordance with statutory requirements. The notice was published in the Payson Roundup newspaper on June 29th and July 6th, and it was published in the Arizona Silver Belt newspaper on June 30th and July 7th. The notice was also posted on the bulletin board on the front entrance to the Gila County Courthouse in Globe and on the County's website.

Evaluation

This agenda item is scheduled as a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Library District Tentative Budget. After receiving public comment, the BOD needs to vote to adopt the FY 2022 Gila County Library District Budget in the amount of \$2,192,917. This amount represents no change from the Library District's Tentative Budget.

Conclusion

Once the public hearing concludes, the BOD needs to adopt the FY 2022 Gila County Library District Budget in the amount of \$2,192,917.

### Recommendation

It is recommended that the BOD convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Library District Tentative Budget, and adopt the FY 2022 Gila County Library District Budget.

### Suggested Motion

**(Adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)** Convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Library District Tentative Budget, which was adopted on June 15, 2021 or any proposed changes to the FY 2022 Gila County Library District Tentative Budget; and adopt the FY 2022 Gila County Library District Budget in the amount of \$2,192,917. **(Jacque Sanders)**  
**(Adjourn as the Gila County Library District Board of Directors and convene as the Gila County Flood Control District Board of Directors.)**

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### Attachments

FY 2022 Library District Expenditures/Expenses

FY 2022 Library District Tax Levy and Tax Information

Budget Public Hearing Notice

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**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

<b>Department/Fund</b>	<b>Adopted Budgeted Expenditures/ Expenses</b>	<b>Expenditure/ Expense adjustments approved</b>	<b>Actual Expenditures/ Expenses*</b>	<b>Budgeted Expenditures/ Expenses</b>
	<b>2021</b>	<b>2021</b>	<b>2021</b>	<b>2022</b>
Library (600)				
1005 - General Fund	\$	\$	\$	\$
6000 - Library District Grants	165,000		140,000	177,600
6010 - Library Assistance	1,650,703		1,380,343	1,765,317
6020 - E-Rate			9,379	250,000
<b>Department Total</b>	<b>\$ 1,815,703</b>	<b>\$ 0</b>	<b>\$ 1,529,721</b>	<b>\$ 2,192,917</b>

**Gila County**  
**Tax Levy and Tax Rate Information**  
**Fiscal year 2022**

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 35,616,775	\$ 36,935,528
2. Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ 0	
3. Property tax levy amounts		
A. Primary property taxes	\$ 23,019,123	\$ 23,542,297
Property tax judgment		
B. Secondary property taxes		
Gila County Library District	\$ 1,332,635	\$ 1,362,580
Fire District Assistance Tax	529,767	561,889
Pine SLID	2,004	2,008
East Verde SLID	4,731	4,731
Miami Gardens SLID	3,166	3,166
Apache Hills SLID	3,750	3,750
Upper Glendale SLID	1,574	1,574
Midland City / Central Heights SLID	15,613	15,613
Claypool SLID	18,361	18,361
Total secondary property taxes	\$ 1,911,601	\$ 1,973,672
C. Total property tax levy amounts	\$ 24,930,724	\$ 25,515,969
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 23,205,489.27	
(2) Prior years' levies	269,793	
(3) Total primary property taxes	\$ 23,475,282	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,046,413	
(2) Prior years' levies	9,394	
(3) Total secondary property taxes	\$ 1,055,807	
C. Total property taxes collected	\$ 24,531,089	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate		
Property tax judgment	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax (FDAT)	0.1000	0.1000
Flood Control District	0.0000	0.0000
(3) Total county tax rate	4.5325	4.5325

**B. Special assessment district tax rates**

Secondary property tax rates

Pine SLID	0.1394	0.1332
East Verde SLID	0.2192	0.2072
Miami Gardens SLID	1.0272	0.9781
Apache Hills SLID	2.6612	2.4510
Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

- \* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

## **PUBLIC NOTICE**

**PUBLIC NOTICE IS HEREBY GIVEN** that pursuant to A.R.S. § 42-17103 through 42-17105, the Gila County Board of Supervisors (and the Board of Directors of the Gila County Flood Control District, Gila County Library District, and Gila County Street Lighting Improvement Districts) will hold a public hearing on Tuesday, July 13, 2021, to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget, which was adopted on June 15, 2021; the proposed tax levy; and on any proposed changes to the FY 2022 Gila County Tentative Budget.


Immediately following the hearing, the Board of Supervisors will adopt the FY 2022 Gila County Budget.

The public hearing will begin at 10:00 a.m. or thereafter at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 East Ash Street, Globe, Arizona, and it will be simultaneously broadcast to the County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson, Arizona. Due to the COVID-19 pandemic, meeting attendance is limited so the general public is not allowed to attend in person at this time; however, all interested citizens are invited to attend and participate in the public hearing which is being live-streamed on YouTube at <https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>. Written comments may be submitted through YouTube.

A complete copy of the estimates of revenues and expenses shall be made available at the Gila County libraries, Clerk of the Board's office and on the County's website. The library addresses, County website address, and the summary of the estimates of revenues and expenses are attached to this notice.

Additionally, and in accordance with state statute, the Gila County Board of Supervisors will meet again at the same location on Monday, August 16, 2021, at 10:00 a.m. to vote on the final tax levy proposal.

**DATED AND POSTED** this 15<sup>th</sup> day of June 2021.

  
Marian Sheppard, Clerk  
Gila County Board of Supervisors

Per A.R.S. § 42-17103, listed below are the Gila County library addresses and County website address where a complete copy of the Gila County 2021-2022 fiscal year budget estimates may be found.

Globe Public Library 339 South Broad Street Globe, Arizona 85501	San Carlos Public Library San Carlos Avenue San Carlos, Arizona 85550
Hayden Public Library 219 E. Fifth Avenue Hayden, Arizona 85235	Tonto Basin Public Library 415 Old Highway 188 Tonto Basin, Arizona 85553
Isabelle Hunt Memorial Public Library 6124 N. Randall Place Pine, Arizona 85544	Young Public Library 123 S. Midway Avenue Young, Arizona 85554
Miami Memorial Library 282 S. Adonis Avenue Miami, Arizona 85539	Payson Public Library 328 N. McLane Road Payson, Arizona 85541
	Gila County Website <a href="http://www.gilacountyaz.gov">www.gilacountyaz.gov</a> Under Offices/Depts. click on "Finance," click on "Gila County Budgets," click on "Gila County Tentative Budget FY 2021-2022"



**Gila County**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal year 2022**

Fiscal year	Schedule	Description	Funds							Enterprise Funds	Total All Funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund				
2021	E 1	Adopted/Adjusted Budgeted Expenditures/Expenses*	58,023,938	38,384,427	2,200,000	9,229,470	3,470,653	7,386,810	118,695,298		
2021	E 2	Actual Expenditures/Expenses**	39,079,515	33,055,295	1,570,560	4,000,000	3,721,935	4,613,800	86,041,105		
2022	3	Fund Balance/Net Position at July 1***	24,509,499	11,053,645	2,100,000	5,215,754	3,228,744	239,877	46,347,519		
2022	B 4	Primary Property Tax Levy	23,542,297	0	0	0			23,542,297		
2022	B 5	Secondary Property Tax Levy	0	1,362,580	0	0			1,362,580		
2022	C 6	Estimated Revenues Other than Property Taxes	40,594,329	26,285,908	0	531,165	1,450,615	2,470,370	71,332,387		
2022	D 7	Other Financing Sources	0	3,079,913	0	0	0	0	3,079,913		
2022	D 8	Other Financing (Uses)	3,079,913	0	0	0	0	0	3,079,913		
2022	D 9	Interfund Transfers In	2,264,103	6,855,939	0	0	0	0	9,120,043		
2022	D 10	Interfund Transfers (Out)	3,250,264	5,869,779	0	0	0	0	9,120,043		
2022		Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures									
		Maintained for Future Debt Retirement	1,500,000	0	0	0	0	0	1,500,000		
		Maintained for Future Capital Projects	5,000,000	5,000,000	0	0	0	0	10,000,000		
		Maintained for Future Financial Stability	10,000,000	0	0	0	0	0	10,000,000		
		Maintained for American Rescue Plan Act	5,246,000	0	0	0	0	0	5,246,000		
				0	0	0	0	0	0		
2022	12	Total Financial Resources Available	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783		
2022	E 13	Budgeted Expenditures/Expenses	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783		

**Expenditure Limitation Comparison**

1	Budgeted expenditures/expenses	2021	2022
2	Add/subtract: estimated net reconciling items	\$ 118,695,298	\$ 118,918,696
3	Budgeted expenditures/expenses adjusted for reconciling items	118,695,298	118,918,696
4	Less: estimated exclusions	85,835,378	86,004,629
5	Amount subject to the expenditure limitation	\$ 32,859,920	\$ 32,914,067
6	EEC expenditure limitation	\$ 45,269,746	\$ 45,897,468

**Gila County**  
**Tax Levy and Tax Rate Information**  
**Fiscal year 2022**

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 35,616,775	\$ 36,935,528
2. Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ 0	
3. Property tax levy amounts		
<b>A.</b> Primary property taxes	\$ 23,019,123	\$ 23,542,297
Property tax judgment		
<b>B.</b> Secondary property taxes		
Gila County Library District	\$ 1,332,635	\$ 1,362,580
Fire District Assistance Tax	529,767	561,889
Pine SLID	2,004	2,008
East Verde SLID	4,731	4,731
Miami Gardens SLID	3,166	3,166
Apache Hills SLID	3,750	3,750
Upper Glendale SLID	1,574	1,574
Midland City / Central Heights SLID	15,613	15,613
Claypool SLID	18,361	18,361
Total secondary property taxes	\$ 1,911,601	\$ 1,973,672
<b>C.</b> Total property tax levy amounts	\$ 24,930,724	\$ 25,515,969
4. Property taxes collected*		
<b>A.</b> Primary property taxes		
(1) <b>Current</b> year's levy	\$ 23,205,489.27	
(2) Prior years' levies	269,793	
(3) Total primary property taxes	\$ 23,475,282	
<b>B.</b> Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,046,413	
(2) Prior years' levies	9,394	
(3) Total secondary property taxes	\$ 1,055,807	
<b>C.</b> Total property taxes collected	\$ 24,531,089	
5. Property tax rates		
<b>A.</b> County tax rate		
(1) Primary property tax rate		
Property tax judgment	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax (FDAT)	0.1000	0.1000
Flood Control District	0.0000	0.0000
(3) Total county tax rate	4.5325	4.5325

**B. Special assessment district tax rates**

Secondary property tax rates

Pine SLID	0.1394	0.1332
East Verde SLID	0.2192	0.2072
Miami Gardens SLID	1.0272	0.9781
Apache Hills SLID	2.6612	2.4510
Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

- \* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**ARF-6720**

**Public Hearing 2. D.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Finance

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Information

Request/Subject

Public Hearing to Adopt the FY 2022 Gila County Flood Control District Budget

Background Information

On June 15, 2021, the Gila County Board of Supervisors adopted the FY 2022 Gila County Tentative Budget, which includes the Gila County Flood Control District Budget in the amount of \$246,030.

When the Board of Supervisors adopted the FY 2022 Gila County Tentative Budget, it also set a public hearing for this date to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget which includes the Flood Control District Budget.

A notice of the public hearing was published in accordance with statutory requirements. It was published in the Payson Roundup newspaper on June 29th and July 6th, and it was published in the Arizona Silver Belt newspaper on June 30th and July 7th. The notice was also published on the bulletin board that is located on the front entrance to the Gila County Courthouse and on the County's website.

Evaluation

This agenda item is scheduled as a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Flood Control District Tentative Budget. After receiving public comment, the Gila County Flood Control District Board of Directors (BOD) needs to adopt the FY 2022 Gila County Flood Control District Budget in the amount of \$246,030.

Conclusion

Once the public hearing concludes, the BOD needs to adopt the FY 2022 Gila County Flood Control District Budget in the amount of \$246,030.

### Recommendation

It is recommended that the BOD convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Flood Control District Budget, and adopt the FY 2022 Gila County Flood Control District Budget.

### Suggested Motion

Convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Flood Control District Tentative Budget, which was adopted on June 15, 2021 or any proposed changes to the FY 2022 Gila County Flood Control District Tentative Budget; and adopt the FY 2022 Gila County Flood Control District Budget in the amount of \$246,030. **(Mary Springer) (Adjourn as the Gila County Flood Control District Board of Directors and convene as the Board of Directors for the Gila County Street Lighting Improvement Districts.)**

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### Attachments

FY 2022 Flood Control District Expenditures/Expenses

FY 2022 Flood Control District Tax Levy and Tax Rate Information  
Budget Hearing Public Notice

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**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

<b>Department/Fund</b>	<b>Adopted Budgeted Expenditures/ Expenses</b>		<b>Expenditure/ Expense adjustments approved</b>		<b>Actual Expenditures/ Expenses*</b>		<b>Budgeted Expenditures/ Expenses</b>	
	<b>2021</b>		<b>2021</b>		<b>2021</b>		<b>2022</b>	
Public Works (341)								
1005.341 - Flood Control	\$	239,640	\$		\$	236,557	\$	246,030

**Gila County**  
**Tax Levy and Tax Rate Information**  
**Fiscal year 2022**

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 35,616,775	\$ 36,935,528
2. Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ 0	
3. Property tax levy amounts		
A. Primary property taxes	\$ 23,019,123	\$ 23,542,297
Property tax judgment		
B. Secondary property taxes		
Gila County Library District	\$ 1,332,635	\$ 1,362,580
Fire District Assistance Tax	529,767	561,889
Pine SLID	2,004	2,008
East Verde SLID	4,731	4,731
Miami Gardens SLID	3,166	3,166
Apache Hills SLID	3,750	3,750
Upper Glendale SLID	1,574	1,574
Midland City / Central Heights SLID	15,613	15,613
Claypool SLID	18,361	18,361
Total secondary property taxes	\$ 1,911,601	\$ 1,973,672
C. Total property tax levy amounts	\$ 24,930,724	\$ 25,515,969
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 23,205,489.27	
(2) Prior years' levies	269,793	
(3) Total primary property taxes	\$ 23,475,282	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,046,413	
(2) Prior years' levies	9,394	
(3) Total secondary property taxes	\$ 1,055,807	
C. Total property taxes collected	\$ 24,531,089	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate		
Property tax judgment	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax (FDAT)	0.1000	0.1000
Flood Control District	0.0000	0.0000
(3) Total county tax rate	4.5325	4.5325

**B. Special assessment district tax rates**

Secondary property tax rates

Pine SLID	0.1394	0.1332
East Verde SLID	0.2192	0.2072
Miami Gardens SLID	1.0272	0.9781
Apache Hills SLID	2.6612	2.4510
Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

- \* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.



## **PUBLIC NOTICE**

**PUBLIC NOTICE IS HEREBY GIVEN** that pursuant to A.R.S. § 42-17103 through 42-17105, the Gila County Board of Supervisors (and the Board of Directors of the Gila County Flood Control District, Gila County Library District, and Gila County Street Lighting Improvement Districts) will hold a public hearing on Tuesday, July 13, 2021, to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget, which was adopted on June 15, 2021; the proposed tax levy; and on any proposed changes to the FY 2022 Gila County Tentative Budget.


Immediately following the hearing, the Board of Supervisors will adopt the FY 2022 Gila County Budget.

The public hearing will begin at 10:00 a.m. or thereafter at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 East Ash Street, Globe, Arizona, and it will be simultaneously broadcast to the County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson, Arizona. Due to the COVID-19 pandemic, meeting attendance is limited so the general public is not allowed to attend in person at this time; however, all interested citizens are invited to attend and participate in the public hearing which is being live-streamed on YouTube at <https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>. Written comments may be submitted through YouTube.

A complete copy of the estimates of revenues and expenses shall be made available at the Gila County libraries, Clerk of the Board's office and on the County's website. The library addresses, County website address, and the summary of the estimates of revenues and expenses are attached to this notice.

Additionally, and in accordance with state statute, the Gila County Board of Supervisors will meet again at the same location on Monday, August 16, 2021, at 10:00 a.m. to vote on the final tax levy proposal.

**DATED AND POSTED** this 15<sup>th</sup> day of June 2021.

  
Marian Sheppard, Clerk  
Gila County Board of Supervisors

Per A.R.S. § 42-17103, listed below are the Gila County library addresses and County website address where a complete copy of the Gila County 2021-2022 fiscal year budget estimates may be found.

Globe Public Library 339 South Broad Street Globe, Arizona 85501	San Carlos Public Library San Carlos Avenue San Carlos, Arizona 85550
Hayden Public Library 219 E. Fifth Avenue Hayden, Arizona 85235	Tonto Basin Public Library 415 Old Highway 188 Tonto Basin, Arizona 85553
Isabelle Hunt Memorial Public Library 6124 N. Randall Place Pine, Arizona 85544	Young Public Library 123 S. Midway Avenue Young, Arizona 85554
Miami Memorial Library 282 S. Adonis Avenue Miami, Arizona 85539	Payson Public Library 328 N. McLane Road Payson, Arizona 85541
	Gila County Website <a href="http://www.gilacountyaz.gov">www.gilacountyaz.gov</a> Under Offices/Depts. click on "Finance," click on "Gila County Budgets," click on "Gila County Tentative Budget FY 2021-2022"

**Gila County**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal year 2022**

Fiscal year	Schedule	Description	Funds							Enterprise Funds	Total All Funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund				
2021	E 1	Adopted/Adjusted Budgeted Expenditures/Expenses*	58,023,938	38,384,427	2,200,000	9,229,470	3,470,653		7,386,810	118,695,298	
2021	E 2	Actual Expenditures/Expenses**	39,079,515	33,055,295	1,570,560	4,000,000	3,721,935		4,613,800	86,041,105	
2022	3	Fund Balance/Net Position at July 1***	24,509,499	11,053,645	2,100,000	5,215,754	3,228,744		239,877	46,347,519	
2022	B 4	Primary Property Tax Levy	23,542,297	0	0	0	0			23,542,297	
2022	B 5	Secondary Property Tax Levy	0	1,362,580	0	0	0			1,362,580	
2022	C 6	Estimated Revenues Other than Property Taxes	40,594,329	26,285,908	0	531,165	1,450,615		2,470,370	71,332,387	
2022	D 7	Other Financing Sources	0	3,079,913	0	0	0		0	3,079,913	
2022	D 8	Other Financing (Uses)	3,079,913	0	0	0	0		0	3,079,913	
2022	D 9	Interfund Transfers In	2,264,103	6,855,939	0	0	0		0	9,120,043	
2022	D 10	Interfund Transfers (Out)	3,250,264	5,869,779	0	0	0		0	9,120,043	
2022		Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures									
		Maintained for Future Debt Retirement	1,500,000	0	0	0	0		0	1,500,000	
		Maintained for Future Capital Projects	5,000,000	5,000,000	0	0	0		0	10,000,000	
		Maintained for Future Financial Stability	10,000,000	0	0	0	0		0	10,000,000	
		Maintained for American Rescue Plan Act	5,246,000	0	0	0	0		0	5,246,000	
				0	0	0	0		0	0	
2022	12	Total Financial Resources Available	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359		2,710,247	115,838,783	
2022	E 13	Budgeted Expenditures/Expenses	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359		2,710,247	115,838,783	

**Expenditure Limitation Comparison**

1	Budgeted expenditures/expenses	2021	2022
2	Add/subtract: estimated net reconciling items	\$ 118,695,298	\$ 118,918,696
3	Budgeted expenditures/expenses adjusted for reconciling items	118,695,298	118,918,696
4	Less: estimated exclusions	85,835,378	86,004,629
5	Amount subject to the expenditure limitation	\$ 32,859,920	\$ 32,914,067
6	EEC expenditure limitation	\$ 45,269,746	\$ 45,897,468

**Gila County**  
**Tax Levy and Tax Rate Information**  
**Fiscal year 2022**

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 35,616,775	\$ 36,935,528
2. Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ 0	
3. Property tax levy amounts		
<b>A.</b> Primary property taxes	\$ 23,019,123	\$ 23,542,297
Property tax judgment		
<b>B.</b> Secondary property taxes		
Gila County Library District	\$ 1,332,635	\$ 1,362,580
Fire District Assistance Tax	529,767	561,889
Pine SLID	2,004	2,008
East Verde SLID	4,731	4,731
Miami Gardens SLID	3,166	3,166
Apache Hills SLID	3,750	3,750
Upper Glendale SLID	1,574	1,574
Midland City / Central Heights SLID	15,613	15,613
Claypool SLID	18,361	18,361
Total secondary property taxes	\$ 1,911,601	\$ 1,973,672
<b>C.</b> Total property tax levy amounts	\$ 24,930,724	\$ 25,515,969
4. Property taxes collected*		
<b>A.</b> Primary property taxes		
(1) <b>Current</b> year's levy	\$ 23,205,489.27	
(2) Prior years' levies	269,793	
(3) Total primary property taxes	\$ 23,475,282	
<b>B.</b> Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,046,413	
(2) Prior years' levies	9,394	
(3) Total secondary property taxes	\$ 1,055,807	
<b>C.</b> Total property taxes collected	\$ 24,531,089	
5. Property tax rates		
<b>A.</b> County tax rate		
(1) Primary property tax rate		
Property tax judgment	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax (FDAT)	0.1000	0.1000
Flood Control District	0.0000	0.0000
(3) Total county tax rate	4.5325	4.5325

**B. Special assessment district tax rates**

Secondary property tax rates

Pine SLID	0.1394	0.1332
East Verde SLID	0.2192	0.2072
Miami Gardens SLID	1.0272	0.9781
Apache Hills SLID	2.6612	2.4510
Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

- \* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**ARF-6721**

**Public Hearing 2. E.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Finance

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Information

Request/Subject

Public Hearing to Adopt the FY 2022 Gila County Street Lighting Improvement Districts' Budgets

Background Information

On June 15, 2021, the Gila County Board of Supervisors adopted the FY 2022 Gila County Tentative Budget, which includes the Gila County Street Lighting Improvement Districts' Budgets. The Street Lighting Improvement Districts are: Pine Street Lighting Improvement District (SLID); East Verde SLID; Miami Gardens SLID; Apache Hills SLID; Upper Glendale SLID; Midland City/Central Heights SLID; and Claypool SLID.

When the Board of Supervisors adopted the FY 2022 Gila County Tentative Budget, it also set a public hearing for this date to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget which includes the Street Lighting Improvement Districts' Budgets.

A notice of the public hearing was published in accordance with statutory requirements. The notice was published in the Payson Roundup newspaper on June 29th and July 6th, and it was published in the Arizona Silver Belt newspaper on June 30th and July 7th. The notice was also posted on the bulletin board on the front entrance to the Gila County Courthouse in Globe and on the County's website.

Evaluation

This agenda item is scheduled as a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Street Lighting Improvement Districts' Budgets. After receiving public comment, the Boards of Directors for the Gila County Street Lighting Improvement Districts need to adopt the FY 2022 Budgets for the Gila County County Street Lighting Improvement Districts per the FY 2022 Budget Schedules

entitled "Street Lighting Improvement Districts."

### Conclusion

Once the public hearing concludes, the BOD needs to adopt the FY 2022 Budgets for the Gila County Improvement Districts, as follows:

Pine SLID - \$2,008  
East Verde SLID - \$4,731  
Miami Gardens SLID - \$3,166  
Apache Hills SLID - \$3,750  
Upper Glendale SLID - 1,574  
Midland City/Central Heights SLID - \$15,613  
Claypool SLID - \$18,361

### Recommendation

It is recommended that the Boards of Directors for the Gila County Street Lighting Improvement Districts convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Tentative Budgets for the Gila County Street Lighting Improvement Districts, and adopt the FY 2022 Budgets for Gila County Street Lighting Improvement Districts per the FY 2022 Budget Schedules entitled "Street Lighting Improvement Districts."

### Suggested Motion

Convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Street Lighting Improvement Districts' (SLIDs') Tentative Budgets which were adopted on June 15, 2021, or any proposed changes to the FY 2022 Gila County SLIDs' Tentative Budgets; and adopt the FY 2022 Budgets for Gila County SLIDs, as follows: Pine SLID - \$2,008; East Verde SLID - \$4,731; Miami Gardens SLID - \$3,166; Apache Hills SLID - \$3,750; Upper Glendale SLID - 1,574; Midland City/Central Heights SLID - \$15,613; and, Claypool SLID - \$18,361. **(Mary Springer)**  
**(Adjourn as the Board of Directors of the Gila County Street Lighting Improvement Districts and reconvene as the Gila County Board of Supervisors.)**

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### Attachments

FY 2022 Street Lighting Improvement Districts Tax Levy and Tax Rate Information

Budget Public Hearing Notice

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**Gila County**  
**Tax Levy and Tax Rate Information**  
**Fiscal year 2022**

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 35,616,775	\$ 36,935,528
2. Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ 0	
3. Property tax levy amounts		
A. Primary property taxes	\$ 23,019,123	\$ 23,542,297
Property tax judgment		
B. Secondary property taxes		
Gila County Library District	\$ 1,332,635	\$ 1,362,580
Fire District Assistance Tax	529,767	561,889
Pine SLID	2,004	2,008
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Claypool SLID	18,361	18,361
Total secondary property taxes	\$ 1,911,601	\$ 1,973,672
C. Total property tax levy amounts	\$ 24,930,724	\$ 25,515,969
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 23,205,489.27	
(2) Prior years' levies	269,793	
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B. Secondary property taxes		
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A. County tax rate		
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Flood Control District	0.0000	0.0000
(3) Total county tax rate	4.5325	4.5325



**B. Special assessment district tax rates**

Secondary property tax rates

Pine SLID	0.1394	0.1332
East Verde SLID	0.2192	0.2072
Miami Gardens SLID	1.0272	0.9781
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Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

- \* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

## **PUBLIC NOTICE**

**PUBLIC NOTICE IS HEREBY GIVEN** that pursuant to A.R.S. § 42-17103 through 42-17105, the Gila County Board of Supervisors (and the Board of Directors of the Gila County Flood Control District, Gila County Library District, and Gila County Street Lighting Improvement Districts) will hold a public hearing on Tuesday, July 13, 2021, to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget, which was adopted on June 15, 2021; the proposed tax levy; and on any proposed changes to the FY 2022 Gila County Tentative Budget.


Immediately following the hearing, the Board of Supervisors will adopt the FY 2022 Gila County Budget.

The public hearing will begin at 10:00 a.m. or thereafter at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 East Ash Street, Globe, Arizona, and it will be simultaneously broadcast to the County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson, Arizona. Due to the COVID-19 pandemic, meeting attendance is limited so the general public is not allowed to attend in person at this time; however, all interested citizens are invited to attend and participate in the public hearing which is being live-streamed on YouTube at <https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>. Written comments may be submitted through YouTube.

A complete copy of the estimates of revenues and expenses shall be made available at the Gila County libraries, Clerk of the Board's office and on the County's website. The library addresses, County website address, and the summary of the estimates of revenues and expenses are attached to this notice.

Additionally, and in accordance with state statute, the Gila County Board of Supervisors will meet again at the same location on Monday, August 16, 2021, at 10:00 a.m. to vote on the final tax levy proposal.

**DATED AND POSTED** this 15<sup>th</sup> day of June 2021.

  
Marian Sheppard, Clerk  
Gila County Board of Supervisors

Per A.R.S. § 42-17103, listed below are the Gila County library addresses and County website address where a complete copy of the Gila County 2021-2022 fiscal year budget estimates may be found.

Globe Public Library 339 South Broad Street Globe, Arizona 85501	San Carlos Public Library San Carlos Avenue San Carlos, Arizona 85550
Hayden Public Library 219 E. Fifth Avenue Hayden, Arizona 85235	Tonto Basin Public Library 415 Old Highway 188 Tonto Basin, Arizona 85553
Isabelle Hunt Memorial Public Library 6124 N. Randall Place Pine, Arizona 85544	Young Public Library 123 S. Midway Avenue Young, Arizona 85554
Miami Memorial Library 282 S. Adonis Avenue Miami, Arizona 85539	Payson Public Library 328 N. McLane Road Payson, Arizona 85541
	Gila County Website <a href="http://www.gilacountyaz.gov">www.gilacountyaz.gov</a> Under Offices/Depts. click on "Finance," click on "Gila County Budgets," click on "Gila County Tentative Budget FY 2021-2022"

**Gila County**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal year 2022**

Fiscal year	S c h e d u l e		Funds						Enterprise Funds	Total All Funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund			
2021	E 1	Adopted/Adjusted Budgeted Expenditures/Expenses*	58,023,938	38,384,427	2,200,000	9,229,470	3,470,653	7,386,810	118,695,298	
2021	E 2	Actual Expenditures/Expenses**	39,079,515	33,055,295	1,570,560	4,000,000	3,721,935	4,613,800	86,041,105	
2022	3	Fund Balance/Net Position at July 1***	24,509,499	11,053,645	2,100,000	5,215,754	3,228,744	239,877	46,347,519	
2022	B 4	Primary Property Tax Levy	23,542,297	0	0	0			23,542,297	
2022	B 5	Secondary Property Tax Levy	0	1,362,580	0	0			1,362,580	
2022	C 6	Estimated Revenues Other than Property Taxes	40,594,329	26,285,908	0	531,165	1,450,615	2,470,370	71,332,387	
2022	D 7	Other Financing Sources	0	3,079,913	0	0	0	0	3,079,913	
2022	D 8	Other Financing (Uses)	3,079,913	0	0	0	0	0	3,079,913	
2022	D 9	Interfund Transfers In	2,264,103	6,855,939	0	0	0	0	9,120,043	
2022	D 10	Interfund Transfers (Out)	3,250,264	5,869,779	0	0	0	0	9,120,043	
2022		Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures								
		Maintained for Future Debt Retirement	1,500,000	0	0	0	0	0	1,500,000	
		Maintained for Future Capital Projects	5,000,000	5,000,000	0	0	0	0	10,000,000	
		Maintained for Future Financial Stability	10,000,000	0	0	0	0	0	10,000,000	
		Maintained for American Rescue Plan Act	5,246,000	0	0	0	0	0	5,246,000	
				0	0	0	0	0	0	
2022	12	Total Financial Resources Available	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783	
2022	E 13	Budgeted Expenditures/Expenses	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783	

**Expenditure Limitation Comparison**

1	Budgeted expenditures/expenses	2021	2022
2	Add/subtract: estimated net reconciling items	\$ 118,695,298	\$ 118,918,696
3	Budgeted expenditures/expenses adjusted for reconciling items	118,695,298	118,918,696
4	Less: estimated exclusions	85,835,378	86,004,629
5	Amount subject to the expenditure limitation	\$ 32,859,920	\$ 32,914,067
6	EEC expenditure limitation	\$ 45,269,746	\$ 45,897,468

**Gila County**  
**Tax Levy and Tax Rate Information**  
**Fiscal year 2022**

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 35,616,775	\$ 36,935,528
2. Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ 0	
3. Property tax levy amounts		
<b>A.</b> Primary property taxes	\$ 23,019,123	\$ 23,542,297
Property tax judgment		
<b>B.</b> Secondary property taxes		
Gila County Library District	\$ 1,332,635	\$ 1,362,580
Fire District Assistance Tax	529,767	561,889
Pine SLID	2,004	2,008
East Verde SLID	4,731	4,731
Miami Gardens SLID	3,166	3,166
Apache Hills SLID	3,750	3,750
Upper Glendale SLID	1,574	1,574
Midland City / Central Heights SLID	15,613	15,613
Claypool SLID	18,361	18,361
Total secondary property taxes	\$ 1,911,601	\$ 1,973,672
<b>C.</b> Total property tax levy amounts	\$ 24,930,724	\$ 25,515,969
4. Property taxes collected*		
<b>A.</b> Primary property taxes		
(1) <b>Current</b> year's levy	\$ 23,205,489.27	
(2) Prior years' levies	269,793	
(3) Total primary property taxes	\$ 23,475,282	
<b>B.</b> Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,046,413	
(2) Prior years' levies	9,394	
(3) Total secondary property taxes	\$ 1,055,807	
<b>C.</b> Total property taxes collected	\$ 24,531,089	
5. Property tax rates		
<b>A.</b> County tax rate		
(1) Primary property tax rate		
Property tax judgment	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax (FDAT)	0.1000	0.1000
Flood Control District	0.0000	0.0000
(3) Total county tax rate	4.5325	4.5325

**B. Special assessment district tax rates**

Secondary property tax rates

Pine SLID	0.1394	0.1332
East Verde SLID	0.2192	0.2072
Miami Gardens SLID	1.0272	0.9781
Apache Hills SLID	2.6612	2.4510
Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

- \* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**ARF-6722**

**Public Hearing 2. F.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Finance

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Information

Request/Subject

Public Hearing on the FY 2022 Gila County Tentative Budget and Adoption of Resolution No. 21-07-03 to Adopt the FY 2022 Gila County Budget.

Background Information

On June 15, 2021, the Board of Supervisors adopted the FY 2022 Gila County Tentative Budget in the amount of \$115,838,783.

At the time the Board of Supervisors adopted the FY 2022 Gila County Tentative Budget, it also set a public hearing for July 13, 2021, to hear taxpayers who wish to comment on the FY 2022 Gila County Tentative Budget, and on any proposed changes to the FY 2022 Gila County Tentative Budget.

A notice of the public hearing was published in accordance with statutory requirements. The notice was published in the Payson Roundup newspaper on June 29th and July 6th, and it was published in the Arizona Silver Belt newspaper on June 30th and July 7th. The notice was also posted on the bulletin board on the front entrance to the Gila County Courthouse in Globe and on the County's website.

Evaluation

This agenda item is scheduled as a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget, and on any changes to the FT 2022 Gila County Tentative Budget. After receiving public comment, the Board needs to adopt Resolution No. 21-07-03, which adopts the FY 2022 Gila County Budget in the amount of \$115,838,783.

Conclusion

Once the public hearing concludes, the Board needs to adopt Resolution No. 21-07-03, which adopts FY 2022 Gila County Budget.

Recommendation

It is recommended that the Board of Supervisors convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget and on any changes to the FY 2022 Gila County Tentative Budget, and adopt Resolution No. 21-07-03 which authorizes the adoption of the FY 2022 Gila County Budget.

Suggested Motion

Convene a public hearing to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget which was adopted on June 15, 2021 or any proposed changes to the FY 2022 Gila County Tentative Budget; and adopt Resolution No. 21-07-03 authorizing the adoption of the FY 2022 Gila County Budget in the amount of \$115,838,783. **(Mary Springer)**

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Attachments

Resolution No. 21-07-03

Budget Schedules A-G for Budget Adoption on 7-13-21

Budget Public Hearing Notice

FY 2022 Gila County Budget Presentation

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## **RESOLUTION NO. 21-07-03**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE FISCAL YEAR 2022 BUDGET FOR GILA COUNTY.**

**WHEREAS**, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 18, 2019, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Gila County; and

**WHEREAS**, in accordance with said chapter of said title, and following due public notice, the Board met on July 13, 2021, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses to tax levies; and

**WHEREAS**, it appears that publication has been duly made as required by law of said estimates together with a notice that the Board would meet on July 13, 2021, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

**WHEREAS**, it appears that the sums to be raised by taxation, attached herein as Schedule B, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A);

**NOW, THEREFORE, BE IT RESOLVED** that the said estimates of revenues and expenditures, attached herein as Schedule A, as now reduced or changed by the same are hereby adopted as the budget of Gila County for the 2021-2022 fiscal year.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of July 2021, by the Board of Supervisors, at Globe, Gila County, Arizona.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

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Marian Sheppard, Clerk of the Board

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Tim R. Humphrey, Chairman

**Approved as to form:**

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The Gila County Attorney's Office

**Gila County**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal year 2022**

Fiscal year		S c h	L i n e	Funds						
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund	Enterprise Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	58,023,938	38,384,427	2,200,000	9,229,470	3,470,653	7,386,810	118,695,298
2021	Actual Expenditures/Expenses**	E	2	39,079,515	33,055,295	1,570,560	4,000,000	3,721,935	4,613,800	86,041,105
2022	Fund Balance/Net Position at July 1***		3	24,509,499	11,053,645	2,100,000	5,215,754	3,228,744	239,877	46,347,519
2022	Primary Property Tax Levy	B	4	23,542,297	0	0	0			23,542,297
2022	Secondary Property Tax Levy	B	5	0	1,362,580	0	0			1,362,580
2022	Estimated Revenues Other than Property Taxes	C	6	40,594,329	26,285,908	0	531,165	1,450,615	2,470,370	71,332,387
2022	Other Financing Sources	D	7	0	3,079,913	0	0	0	0	3,079,913
2022	Other Financing (Uses)	D	8	3,079,913	0	0	0	0	0	3,079,913
2022	Interfund Transfers In	D	9	2,264,103	6,855,939	0	0	0	0	9,120,043
2022	Interfund Transfers (Out)	D	10	3,250,264	5,869,779	0	0	0	0	9,120,043
2022	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures		11							
	Maintained for Future Debt Retirement			1,500,000	0	0	0	0	0	1,500,000
	Maintained for Future Capital Projects			5,000,000	5,000,000	0	0	0	0	10,000,000
	Maintained for Future Financial Stability			10,000,000	0	0	0	0	0	10,000,000
	Maintained for American Rescue Plan Act			5,246,000	0	0	0	0	0	5,246,000
					0	0	0	0	0	0
2022	Total Financial Resources Available		12	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783
2022	Budgeted Expenditures/Expenses	E	13	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783

**Expenditure Limitation Comparison**

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation

	2021	2022
\$	118,695,298	\$ 118,918,696
	118,695,298	118,918,696
	85,835,378	86,004,629
\$	32,859,920	\$ 32,914,067
\$	45,269,746	\$ 45,897,468

**Gila County**  
**Tax Levy and Tax Rate Information**  
**Fiscal year 2022**

	<b>2021</b>	<b>2022</b>
<b>1.</b> Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 35,616,775	\$ 36,935,528
<b>2.</b> Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ 0	
<b>3.</b> Property tax levy amounts		
<b>A.</b> Primary property taxes	\$ 23,019,123	\$ 23,542,297
Property tax judgment		
<b>B.</b> Secondary property taxes		
Gila County Library District	\$ 1,332,635	\$ 1,362,580
Fire District Assistance Tax	529,767	561,889
Pine SLID	2,004	2,008
East Verde SLID	4,731	4,731
Miami Gardens SLID	3,166	3,166
Apache Hills SLID	3,750	3,750
Upper Glendale SLID	1,574	1,574
Midland City / Central Heights SLID	15,613	15,613
Claypool SLID	18,361	18,361
Total secondary property taxes	\$ 1,911,601	\$ 1,973,672
<b>C.</b> Total property tax levy amounts	\$ 24,930,724	\$ 25,515,969
<b>4.</b> Property taxes collected*		
<b>A.</b> Primary property taxes		
(1) <b>Current</b> year's levy	\$ 23,205,489.27	
(2) Prior years' levies	269,793	
(3) Total primary property taxes	\$ 23,475,282	
<b>B.</b> Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,046,413	
(2) Prior years' levies	9,394	
(3) Total secondary property taxes	\$ 1,055,807	
<b>C.</b> Total property taxes collected	\$ 24,531,089	
<b>5.</b> Property tax rates		
<b>A.</b> County tax rate		
(1) Primary property tax rate		
Property tax judgment	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax (FDAT)	0.1000	0.1000
Flood Control District	0.0000	0.0000

<hr/>		
(3) Total county tax rate	<u>4.5325</u>	<u>4.5325</u>
<b>B.</b> Special assessment district tax rates		
Secondary property tax rates		
Pine SLID	0.1394	0.1332
East Verde SLID	0.2192	0.2072
Miami Gardens SLID	1.0272	0.9781
Apache Hills SLID	2.6612	2.4510
Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2021**

SOURCE OF REVENUES	ESTIMATED REVENUE 2021	ACTUAL REVENUES* 2021	ESTIMATED REVENUES 2022
<b>GENERAL FUND</b>			
<b>Taxes</b>			
State Shared Sales Tax	\$ 5,203,464	\$ 6,119,959	\$ 6,500,000
County Excise Tax	3,112,527	3,859,600	3,500,000
Vehicle License Tax	1,866,413	2,161,734	2,000,000
<b>Licenses and permits</b>			
Building Permits	233,434	272,310	233,434
Mobile Home Permits	10,000	14,667	10,000
Planning & Zoning	17,000	16,413	17,000
Septic / Alternative Sewage Permits	170,000	158,260	170,000
Business / Franchise Licenses	70,000	70,000	70,000
<b>Intergovernmental</b>			
Federal PILT	3,826,700	3,826,700	3,826,700
Additional Federal PILT			5,740,050
Second American Relief Plan Act Funding			5,246,000
SRP In Lieu	135,367	137,447	135,367
Mescal & Telegraph Fire Recovery			4,371,000
ADEQ Cleanup			600,000
FIRE RELIEF ANIMAL SHELTER PASSTHROUGH			100,000
State Shared Liquor Licenses	10,000	12,225	10,000
State Shared Entitlement	2,090	5,315	2,090
Intergovernmental Agreements	500,000	148,042	500,000
Federal Grants	141,300	184,819	141,300
Rural State Aid to Courts	878	1,072	878
<b>Charges for services</b>			
Clerk of the Court Fees	80,589	124,247	80,589
Justice Court Fees	123,035	95,964	123,035
Recorder Fees	170,000	496,756	170,000
General Government Fees	178,000	58,648	178,000
Correctional Housing			
Sheriff - Special Services	74,800		74,800
Sheriff - Impound Fees		2,813	
Sheriff - Public Safety Fees	33,000	200,743	33,000
Sheriff - Correctional Housing	120,000		120,000
Sheriff- Special Duty	30,000		30,000
Constable Fees	25,500		25,500
Seage Plan Review	3,500		3,500
Public Fiduciary			
Other	244,634		244,634
<b>Fines and forfeits</b>			
Justice & Superior Court Fees	420,747	420,747	420,747
Superior Court Fines			
P&Z Forfeitures	1,500	1,500	1,500
Forfeitures Restitution			
<b>Investments</b>			
Interest Income	180,078	180,078	180,078

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2021**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUE 2021</b>	<b>ACTUAL REVENUES* 2021</b>	<b>ESTIMATED REVENUES 2022</b>
<b>Rents, royalties, and commissions</b>			
<b>Contributions</b>			
Voluntary contributions	72	70	1
<b>Miscellaneous</b>			
Sales of Equipment	25,000		
Credit Card Revolving Fund	2,618,805	2,065,826	3,391,296
Sales of Copies / Blueprints	500		
Miscellaneous Cost Reimbursements	55,000		1,988,831
Property Tax Penalties & Interest	315,000	388,264	355,000
<b>Total General Fund</b>	<b>\$ 17,380,127</b>	<b>\$ 21,024,219</b>	<b>\$ 40,594,329</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2021**

SOURCE OF REVENUES	ESTIMATED REVENUE 2021	ACTUAL REVENUES* 2021	ESTIMATED REVENUES 2022
<b>SPECIAL REVENUE FUNDS</b>			
<b>Public Works Road Fund</b>			
County Transportation Excise Tax	\$ 1,201,482	\$ 1,579,483	\$ 1,889,624
County Transportation Excise Tax Interest	12,015	37,176	12,015
County Transportation Excise Tax Other			
Vehicle License Tax	1,094,532	1,115,279	1,331,381
Highway User Revenue Fund (HURF)	3,933,594	4,114,527	4,892,631
Licenses & Permits	20,950	4,350	5,000
Forest Fees (SRS)	25,000	26,000	25,000
Intergovernmental Agreements			
Interest	50,281	136,752	180,212
Miscellaneous	10,000	6,987	35,645
<b>Total Public Works Fund</b>	<b>\$ 6,347,854</b>	<b>\$ 7,020,554</b>	<b>\$ 8,371,508</b>
<b>Public Health Fund</b>			
Food Service Licenses	\$ 75,000	\$ 73,441	\$
Charges for Services	65,200	76,930	70,250
Health Insurance Reimbursements	26,000	13,512	27,300
Reimbursement for Services	244,416		
<b>Total Public Health Fund</b>	<b>\$ 410,616</b>	<b>\$ 163,884</b>	<b>\$ 97,550</b>
<b>Other Special Revenue Funds</b>			
	\$	\$	\$
Health & Emergency Services			
1009 - Rabies Control	99,650	73,206	99,500
1119 - Emergency Response		19,295	58,000
2514 - COVID19			300,762
2517 - HIV	4,561	3,408	4,561
2518 - WIC	317,625	191,424	317,625
2519 - TB	12,000	7,331	12,000
2521 - Community Health Grant	82,564	45,288	82,273
2524 - Immunization	95,000	63,033	330,536
2526 - Private Stock Vaccines	215,000	192,050	235,000
2527 - Population Health Initiative	46,801	41,440	46,801
2528 - Commodity Supplement Food Program			
2529 - RXP OD Prevention	147,350	147,350	147,350
2530 - HIV Consortium	255,976	117,782	255,976
2550 - Public Health Emergency Preparedness	204,349	158,592	
2552 - Tobacco Free Environment	125,550	95,732	125,550
2557 - Prop 201 Smoke Free AZ Act	46,172	51,564	46,172
2558 - Public Health Accreditation	48,840	36,535	48,840
2559 - Family Planning	20,400	9,782	20,400
2560 - Teen Pregnancy Prevention Services	191,710	153,368	191,710
2571 - Supplemental Nutrition Assistance Ed	224,030	158,167	224,030
2573 - ELC - Expanded Lab Capacity			1,084,205
2576 - HMEP		22,279	
Community Services			
2000 - Housing	208,942	92,393	119,826
2001 - CAP	176,282	213,913	42,375
2002 - Housing Rehabilitation	125,744	152,388	459,542
2003 - DES Community Action Plan	500,678	784,790	672,117
2004 - Section 8 Housing	32,000	41,221	37,659
2005 - Weatherization Assistance	201,500	161,990	509,033
2006 - SNAP	86,065	52,829	58,372
2012 - GEST	475,451	107,819	225,842

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2021**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUE 2021</b>	<b>ACTUAL REVENUES* 2021</b>	<b>ESTIMATED REVENUES 2022</b>
2017 - WIOA One Stop	18,058		
Gila County Sheriff's Office			
3001 - Drug Gang Violent Crime Control	323,665	170,847	248,741
3002 - Sheriff Vehicle Impound/Storage	5,000	2,560	2,500
3011 - Sheriff's Justice Enhancement	127,000	134,269	151,200
3012 - Sheriff Special Projects		25,000	
3013 - Sheriff Seized Equipment Recapture	1,000		
3014 - Immigration Enforcement	2,500	1,308	2,000
3047 - Gila County Sheriff DARE		1,486	1,000
3054 - Sheriff's Victim's Rights			
3055 - Sheriff's Commissary Fund	20,000	20,607	20,000
3061 - Sheriff BLESF Program	138,000	118,079	160,000
3064 - Marijuana Eradication			
3075 - GOHS STEP Sheriff	10,000	10,217	10,000
3077 - GOHS - DUI Equipment	25,000	2,445	10,000
3078 - ACESF Grant			130,000
County Attorney			
3509 - IV-D Child Support	687,935	412,039	22,981
3512 - Child Support Incentive Funds		5,819	
3513 - Child Support Incentive - Family		561	561
3531 - Attorney's Justice Enhancement	103,500	103,548	193,647
3541 - Victim Restitution/Subrogation		10,625	
3542 - Diversion Program CA	60,000	47,305	238,581
3543 - County Anti-Racketeering		60,317	
3544 - Cost of Prosecution Reimbursement	59,000	73,373	
3545 - Bad Check County Attorney		723	
3546 - DEA Federal Asset Forfeiture		100	
3547 - Deferred Prosecution Program	15,000	10,108	
3552 - County Attorney Fill The Gap		6,949	
3557 - AG Victim Rights	30,000	23,300	
3560 - Victim Compensation		3,315	
3561 - Drug Prosecution Grant			
3563 - Crime Victim Assistance Program		9,012	
Probation			
4042 - Adult Probation Service Fees	122,000	148,906	152,500
4050 - Adult Drug Court	4,000	3,250	3,250
4051 - Adult Intensive Probation Supervision	237,732	230,643	255,830
4052 - Drug Gang Violent Crime Probation		21,108	43,976
4053 - Adult JCEF IPS Assistance	12,650	25,187	6,187
4054 - CJEF S/Offender	9,340	25,613	25,613
4055 - Community Punishment Program	31,000	23,125	23,100
4056 - CJEF Substance Abuse	15,155	11,305	15,000
4057 - Drug Treatment Education	6,750	3,075	3,075
4059 - State Aid Enhancement	395,632	346,129	346,129
4071 - JPSF Treatment	143,969	162,804	162,804
4072 - JCEF ERE Assistant	164,815	215,349	215,349
4146 - Juvenile Diversion Fees	4,100	3,863	4,000
4147 - Juvenile Probation Service Fees	1,500	6,073	3,000
4150 - Juvenile Miscellaneous Cost Reimbursements			
4177 - Court Appointed Special Advocate	107,270	91,948	99,186
4178 - CASA - Globe	87,253	59,090	104,003
4192 - Juvenile Crime Reduction Grant			
4193 - Family Counseling	7,777	7,777	7,777
4194 - Diversion Consequences	24,039	27,650	27,650

SCHEDULE C



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2021**

SOURCE OF REVENUES	ESTIMATED REVENUE	ACTUAL REVENUES*	ESTIMATED REVENUES
	2021	2021	2022
4195 - Diversion Intake	231,715	238,506	238,506
4196 - Juvenile Intensive Probation Services	140,368	132,944	132,923
4197 - Juvenile Standards Probation	126,424	119,688	119,682
Superior Courts			
4501 - Law Library	27,420	28,647	30,000
4502 - Conciliation Court Fund	16,000	4,689	5,100
4505 - SB 1398	4,000		
4506 - National CASA Local Rural	3,536	(936)	
4541 - Local State Aid to Courts	150	112	150
4542 - Local Probate Assessment Fee	8,700	9,603	8,700
4553 - State Aid to Courts	16,000	4,543	4,610
4556 - Field Trainer	25,000	25,000	25,000
4558 - Title IV-E		110,748	37,000
4559 - Children's Issues Education	5,633	1,303	750
4566 - Domestic Relations & Mediation		1,101	1,285
4569 - Aid to Indigent Defense	48,463	611	48,463
4574 - Superior Court Cost of Prosecution	41,000	39,421	34,417
4575 - DES Access Visitation	15,000	4,043	8,000
4577 - Court Improvement Project	20,703	16,961	20,703
4578 - Expedited Child Support/Visit	2,400	2,202	2,375
4579 - Dependency Surge			
4580 - Court Security Improvement Fund	24,065	24,065	
Justice Courts			
4740 - Globe Justice Court Surcharge	10,000	6,927	
4741 - Payson Justice Court Surcharge	10,000	6,058	
4742 - FARE Globe JP	2,000	2,129	
4743 - Fill the Gap	1,500		
4744 - Fill the Gap Payson JP			
4745 - Fill the Gap Globe JP			
Clerk of the Court			
4840 - Cost of Prosecution-Clerk of the Court	9,887	9,263	8,418
4841 - Expedited Child Support	2,285	1,990	2,374
4842 - Document Conversion Superior Court	12,356	13,375	13,588
4844 - Spousal Maintenance Enforcement	1,064	1,126	1,155
4846 - JCEF Surcharge Clerk of the Sup Crt	14,787	15,523	15,670
Gila Proud			
5101 - Gila Proud		10,000	200,000
Superintendent of Schools			
5510 - Gila County Education Services	450,000		450,000
Library District			
6000 - Library District Grants	165,000	119,625	165,000
6010 - Library Assistance	123,407	1,032,344	1,446,057
Other PW			
6511 - Tonto Creek Bridge	20,394	19,155	21,006
6512 - Young 512 Road RAC			
6513 - Intergovernmental Agreements		147	
6570 - Waste Tire Fund	110,000	146,811	110,000
6593 - TE Sidewalks Six Shooter		1,303	
6594 - TE Sidewalks Main			

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2021**

	ESTIMATED REVENUE	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2021	2021	2022
Street Lighting Districts			
7510 - Pine SLID	2,008	1,546	2,008
7511 - Apache Hills SLID	3,700	2,768	3,700
7512 - Upper Glendale/Central Heights SLID	1,586	1,230	1,586
7513 - East Verde Park SLID	4,757	4,204	4,757
7514 - Miami Gardens SLID	3,171	2,740	3,171
7515 - Midland/Central Heights SLID	15,855	14,251	15,855
7516 - Claypool/Lower Miami SLID	22,197	18,288	22,197
General Government			
1820 - CC Revolving	2,618,805	2,668,307	228,296
1825 - GC Wellness Program	5,000	4,651	5,000
1828 - GC Insurance Pool	5,098,082	5,265,610	5,248,451
1870 - Refunds, Rebates & Lottery	495,000	593,354	605,000
7145 - Recorder/Document System	50,000	58,188	50,000
7146 - Recorder Mine Claim Surcharge	260	210	200
7147 - Computer System Recorder	25,000	27,094	30,000
7350 - Help America Vote Act		873	
7430 - Treasurer Taxpayer Information Fund	6,000	8,400	
7494 - EECO			
	\$ 16,985,558	\$ 16,682,516	\$ 17,816,850
<b>Total Special Revenue Funds</b>	\$ 23,744,028	\$ 23,866,954	\$ 26,285,908
<b>DEBT SERVICE FUNDS</b>			
	\$	\$	\$
<b>Total Debt Service Funds</b>	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>			
1007 - Capital Projects Fund	\$	\$ 574,669	\$ 531,165
<b>Total Capital Projects Funds</b>	\$	\$ 574,669	\$ 531,165
<b>PERMANENT FUNDS</b>			
Internal Service Funds	\$	\$	\$
6860 - Fuel	907,250	439,136	861,000
6870 - Fleet	687,309	524,957	576,265
6880 - Facilities	1,876,094	11,129	13,350
<b>Total Permanent Funds</b>	\$ 3,470,653	\$ 975,221	\$ 1,450,615
<b>ENTERPRISE FUNDS</b>			
6850 - Recycling & Landfill Management	\$ 1,922,079	\$ 1,944,964	\$ 2,434,470
6855 - Russell Gulch Expansion Reserve		24,740	35,000
6856 - Buckhead Mesa Expansion Reserve		595	900
<b>Total Enterprise Funds</b>	\$ 1,922,079	\$ 1,970,299	\$ 2,470,370
<b>TOTAL ALL FUNDS</b>	\$ 46,516,887	\$ 48,411,362	\$ 71,332,387

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2021**

	ESTIMATED REVENUE	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2021	2021	2022

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Gila County**  
**Other Financing Sources/(Uses) and Interfund Transfers**  
**Fiscal year 2022**

Fund	Other financing 2022		Interfund transfers 2022	
	Sources	(Uses)	In	(Out)
<b>General Fund</b>				
General Fund - Community Services	\$ 0	\$ 0	\$	\$ 379,942
General Fund - Courts				157,334
General Fund - cost of GCSO Grant				82,913
2019 Bond Issue	0	3,079,913	0	0
Cost Allocation Plan - Indirect Cost Recover	0	0	2,264,103	2,264,103
General Fund - Non Capitalized Projects	0		0	365,971
	0	0	0	0
<b>Total General Fund</b>	<b>\$ 0</b>	<b>\$ 3,079,913</b>	<b>\$ 2,264,103</b>	<b>\$ 3,250,264</b>
<b>Special Revenue Funds</b>				
Fund Balance	\$	\$	\$	\$
COMMUNITY SERVICES				
Section 8			33,321	
SNAP			6,012	
GEST			155,510	
Housing			185,099	
COURTS			157,334	
GCSO - General Fund Cost of Grant			82,913	
Health - Intrafund (including Emergency Response)			1,112,779	1,112,779
Facilities & Public Works	3,079,913		4,757,000	4,757,000
Facilities - non capitalized projects			365,971	
<b>Total Special Revenue Funds</b>	<b>\$ 3,079,913</b>	<b>\$ 0</b>	<b>\$ 6,855,939</b>	<b>\$ 5,869,779</b>
<b>Debt Service Funds</b>				
	\$	\$	\$	\$
<b>Total Debt Service Funds</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Capital Projects Funds</b>				
	\$	\$	\$	\$
<b>Total Capital Projects Funds</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Permanent Funds</b>				
	\$	\$	\$	\$
<b>Total Permanent Funds</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Enterprise Funds</b>				
	\$	\$	\$	\$

**Gila County**  
**Other Financing Sources/(Uses) and Interfund Transfers**  
**Fiscal year 2022**

Fund	Other financing 2022		Interfund transfers 2022	
	Sources	(Uses)	In	(Out)
<b>Total Enterprise Funds</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total all Funds</b>	\$ <u>3,079,913</u>	\$ <u>3,079,913</u>	\$ <u>9,120,043</u>	\$ <u>9,120,043</u>

**Gila County**  
**Expenditures/Expenses by Fund**  
**Fiscal year 2022**

<b>Fund/Department</b>	<b>Adopted Budgeted Expenditures/ Expenses 2021</b>	<b>Expenditure/ Expense adjustments approved 2021</b>	<b>Actual Expenditures/ Expenses* 2021</b>	<b>Budgeted Expenditures/ Expenses 2022</b>
<b>General Fund</b>				
State Mandated Expenditures	\$ 4,033,000	\$ 0	\$ 4,033,000	\$ 4,229,842
101 - Board of Supervisors	1,462,478	0	1,251,923	1,456,983
<b>POTENTIAL ADDITIONAL FEDERAL RESOURCES</b>				16,057,050
New Departments (Pub Def, Econ D	0	0	0	697,580
103 - Elections	477,938	0	474,042	481,394
106 - Emergency Management	298,323	0	296,819	241,369
107 - Human Resources	834,021	0	701,140	662,213
108 - Community Development	1,311,933	0	1,202,831	1,384,674
115 - GIS Rural Addressing	120,833	0	114,103	120,694
120 - Recorder	775,703	0	569,048	773,403
143 - Administrative Services	243,639	0	237,999	262,366
201.140 - Payroll	455,155	0	409,640	455,155
201.140 - General Administration	837,384	0	1,587,812	1,881,479
201.201 - GF, Finance Department	1,032,934	0	929,641	1,083,808
201.610 - GF, Community Agencies	338,000	0	338,000	338,000
201.141 - Contingency Reserve	338,000	0	0	2,110,697
203 - Treasurer	579,569	0	542,448	590,118
207 - Computer Services	1,097,319	0	1,097,319	1,465,660
221 - Assessor	1,199,178	0	1,010,006	1,188,397
300 - Sheriff	14,466,776	0	12,353,844	13,977,005
301 - County Attorney	2,801,895	0	2,500,455	2,832,780
302 - Clerk of Superior Court	1,506,576	0	1,308,079	1,572,219
309 - Child Support	382,969	0	69,842	0
311 - Globe Justice Court	759,854	0	746,094	753,392
314 - Payson Justice Court	681,847	0	596,309	681,718
321 - Globe Constable	186,073	0	186,073	200,413
324 - Payson Constable	223,496	0	220,462	233,763
331 - Superior Court Division I	169,975	0	169,975	174,042
332 - Superior Court Division II	164,144	0	164,144	170,708
333 - Superior Court General	973,149	0	952,880	1,017,307
335 - Probation	1,133,752	0	1,005,107	1,032,378
336 - Juvenile Probation	799,966	0	585,094	775,525
345 - Indigent Legal Defense	1,312,340	0	1,365,906	1,354,106
404 - Health Department (including	2,535,817	0	1,087,751	1,584,516
406 - Public Fiduciary	515,729	0	515,729	539,245
600 - Library	0	0	0	0
702 - School Superintendent	421,674	0	456,000	454,053
Indirect Cost Reimbursement	(147,501)	0		0
Pension Savings Anticipated	(1,300,000)	0	0	0
<b>Total General Fund</b>	<b>\$ 43,023,938</b>	<b>\$ 0</b>	<b>\$ 39,079,515</b>	<b>\$ 62,834,052</b>
<b>Reserve Funds</b>				
201 - Reserves	\$ 15,000,000	\$ 0	\$ 0	\$ 0
<b>Total Debt Service Funds</b>	<b>\$ 15,000,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

**Special Revenue Funds**

101 - Board of Supervisors	\$ 910,000	\$ 0	\$ 305,000	\$ 600,000
103 - Elections	0	0	9,091	0
106 - Emergency Management	631,127	0	631,127	58,000
107 - Human Resources	5,878,482	0	5,513,933	5,248,451
120 - Recorder	528,956	0	86,390	537,500
171 - Community Services	2,596,651	0	2,511,635	2,524,989
201 - Finance	3,391,296	0	3,391,296	3,391,296
203 - Treasurer	10,564	0	0	0
221 - Assessor	77,329	0	0	0
300 - Sheriff	1,143,223	0	616,703	472,100
301 - County Attorney	1,053,401	0	717,322	1,801,190
302 - Clerk of Superior Court	278,058	0	20,269	345,946
309 - Child Support	1,237,264	0	1,019,329	108,356
311 - Globe Justice Court	0	0	0	0
314 - Payson Justice Court	16,233	0	0	0
333 - Superior Court General	895,173	0	354,081	637,078
335 - Probation	1,970,445	0	1,885,064	1,877,897
341 - Public Works	9,435,011	0	7,262,875	14,028,760
341 - Special Districts	50,400	0	50,400	49,203
341 - Flood Control District	239,640	0	236,557	246,030
404 - Health Department	2,815,471	0	3,963,881	3,198,494
600 - Library	1,815,703	0	1,520,343	2,192,917
702 - School Superintendent	450,000	0	0	450,000
AZ Cares Fund	2,960,000	0	2,960,000	0
<b>Total Special Revenue Funds</b>	<b>\$ 38,384,427</b>	<b>\$ 0</b>	<b>\$ 33,055,295</b>	<b>\$ 37,768,206</b>
	0			
<b>Debt Service Funds</b>				
201.355 - GF, Debt Service	\$ 2,200,000	\$ 0	\$ 2,200,000	\$ 2,100,000
<b>Total Debt Service Funds</b>	<b>\$ 2,200,000</b>	<b>\$ 0</b>	<b>\$ 2,200,000</b>	<b>\$ 2,100,000</b>
<b>Capital Projects Funds</b>				
Capital Project Funds	\$ 9,229,470	\$ 0	\$ 4,000,000	\$ 5,746,919
<b>Total Capital Projects Funds</b>	<b>\$ 9,229,470</b>	<b>\$ 0</b>	<b>\$ 4,000,000</b>	<b>\$ 5,746,919</b>
<b>Internal Service Funds</b>				
341 - Facilities & Fleet	\$ 3,470,653	\$ 0	\$ 3,721,935	\$ 4,679,359
<b>Total Permanent Funds</b>	<b>\$ 3,470,653</b>	<b>\$ 0</b>	<b>\$ 3,721,935</b>	<b>\$ 4,679,359</b>
<b>Enterprise Funds</b>				
341 - Recycling & Landfill Manag	\$ 7,386,810	\$ 0	\$ 4,613,800	\$ 2,710,247
<b>Total Enterprise Funds</b>	<b>\$ 7,386,810</b>	<b>\$ 0</b>	<b>\$ 4,613,800</b>	<b>\$ 2,710,247</b>
<b>Total all Funds</b>	<b>\$ 118,695,298</b>	<b>\$ 0</b>	<b>\$ 86,670,545</b>	<b>\$ 115,838,783</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

Department/Fund	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
<b>Expenditures Related to Potential Funding Sources</b>				
American Relief Plan Act part 2	\$	\$	\$	\$ 5,246,000
PILT Additional Disbursement Expenses				5,740,050
TELEGRAPH & MESCAL FIRE RECOVERY				4,371,000
ADEQ CLEANUP				600,000
FIRE RELIEF ANIMAL SHELTER PASSTHROUGH				100,000
Department Total	\$ 0	\$ 0	\$ 0	\$ 16,057,050
<b>State Mandated Expenditures</b>				
AHCCCS/ALTCS	\$ 4,033,000	\$	\$ 4,033,000	\$ 4,229,842
COURTS				
DETENTION				
PUBLIC SAFETY				
PROBATION				
HEALTH				
HUMAN SERVICES				
ALL OTHER STATE MANDATED EXPENDITURES				
Department Total	\$ 4,033,000	\$ 0	\$ 4,033,000	\$ 4,229,842
<b>Board of Supervisors (101)</b>				
1005 - General Fund	\$ 1,462,478	\$	\$ 1,251,923	\$ 1,456,983
1825 - Gila County Wellness Prc	5,000		5,000	5,000
1870 - Refunds, Rebates & Lotte	855,000		300,000	600,000
7494 - EECO, EACO	50,000		0	0
PSPRS SAVINGS FOR UAAL Debt	(1,300,000)		0	0
Department Total	\$ 1,072,478	\$ 0	\$ 1,556,923	\$ 2,061,983
<b>New Departments</b>				
Public Defender's	\$	\$	\$	\$ 155,775
(guestimate for 1 attorney & 1 clerical Staff)				
Economic Development (manager & clerical)				180,230
Parks & Recreation / Fairgrounds				249,766
Transit				111,809
Department Total	\$ 0	\$ 0	\$ 0	\$ 697,580
<b>Reserves (101)</b>				
1002 - Debt Service Reserve	\$	\$	\$ 0	\$
1003 - CIP Reserve	5,000,000		0	0
1004 - Rainy Day Fund	5,000,000		0	0
1006 - Cash Flow Reserve	5,000,000		0	0
AZ CARES ACT & American Rescu	1,480,000		2,960,000	0
Department Total	\$ 16,480,000	\$ 0	\$ 2,960,000	\$ 0
<b>Capital Outlay (101)</b>				
1007 - Capital Improvements	\$ 9,229,470	\$	\$ 4,000,000	\$ 5,380,948



**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

	Adopted Budgeted Expenditures/ Expenses	Expenditure/ Expense adjustments approved	Actual Expenditures/ Expenses*	Budgeted Expenditures/ Expenses
Department/Fund	2021	2021	2021	2022
1115 - Non-Capitalized Projects	464,500		128,529	335,971
1115 - Clean & Lien Program	30,000		0	30,000
<b>Department Total</b>	<b>\$ 9,723,970</b>	<b>\$ 0</b>	<b>\$ 4,128,529</b>	<b>\$ 5,746,919</b>
Elections (103)				
1005 - General Fund	\$ 477,938	\$	\$ 464,952	\$ 481,394
7350 - Help America vote Act	0		9,091	
<b>Department Total</b>	<b>\$ 477,938</b>	<b>\$ 0</b>	<b>\$ 474,042</b>	<b>\$ 481,394</b>
Emergency Management (106)				
1005 - General Fund	\$ 298,323	\$	\$ 296,819	\$ 241,369
1119 - Emergency Response	631,127		631,127	58,000
<b>Department Total</b>	<b>\$ 929,450</b>	<b>\$ 0</b>	<b>\$ 927,946</b>	<b>\$ 299,369</b>
Human Resources (107)				
1005 General Fund	\$ 834,021	\$	\$ 701,140	\$ 662,213
1825 - Gila County Wellness program				
1828 - Gila County Insurance Po	5,878,482		5,513,933	5,248,451
1111.107 - CPI / Performance Pay				
<b>Department Total</b>	<b>\$ 6,712,503</b>	<b>\$ 0</b>	<b>\$ 6,215,073</b>	<b>\$ 5,910,664</b>
Community Development (108)				
1005 - General Fund	\$ 1,311,933	\$	\$ 1,202,831	\$ 1,384,674
<b>Department Total</b>	<b>\$ 1,311,933</b>	<b>\$ 0</b>	<b>\$ 1,202,831</b>	<b>\$ 1,384,674</b>
GIS Rural Addressing (115)				
1005 - General Fund	\$ 120,833	\$	\$ 114,103	\$ 120,694
<b>Department Total</b>	<b>\$ 120,833</b>	<b>\$ 0</b>	<b>\$ 114,103</b>	<b>\$ 120,694</b>
Recorder (120)				
1005 - General Fund	\$ 775,703	\$	\$ 569,048	\$ 773,403
7144 - Recorders Suspense Acc	53			0
7145 - Recorder/Document Syst	272,278		86,166	258,000
7146 - Recorder Mine Claim Sur	1,586		224	1,500
7147 - Computer System Recorc	255,039		0	278,000
<b>Department Total</b>	<b>\$ 1,304,659</b>	<b>\$ 0</b>	<b>\$ 655,438</b>	<b>\$ 1,310,903</b>
Administrative Services (143)				
1005 - General Fund	\$ 243,639	\$	\$ 237,999	\$ 262,366
<b>Department Total</b>	<b>\$ 243,639</b>	<b>\$ 0</b>	<b>\$ 237,999</b>	<b>\$ 262,366</b>
Community Services (171)				
1005 - General Fund	\$	\$	\$	\$
2000 - Housing	208,942		206,831	223,542
2001 - CAP	319,926		357,384	138,707
2002 - Housing Rehabilitation	745,687		267,262	459,542

**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

	Adopted Budgeted Expenditures/ Expenses	Expenditure/ Expense adjustments approved	Actual Expenditures/ Expenses*	Budgeted Expenditures/ Expenses
Department/Fund	2021	2021	2021	2022
2003 - DES Community Action P	500,678		969,312	672,117
2004 - Section 8 Housing	32,000		28,614	76,312
2005 - Weatherization Assistanc	201,500		243,673	509,033
2006 - SNAP	112,467		42,021	64,384
2012 - GEST	475,451		396,538	381,352
2015 - Workforce Investment Program				
2017 - WIOA One-Stop				
2000 - Housing				
2001 - CAP				
<b>Department Total</b>	<b>\$ 2,596,651</b>	<b>\$ 0</b>	<b>\$ 2,511,635</b>	<b>\$ 2,524,989</b>
<b>Finance (201)</b>				
1005 - General Fund	\$	\$	\$	\$
1005.201.140 - GF, Payroll Cost	455,155		409,640	455,155
1005.201.140 - GF, General Adm	837,384		753,646	837,384
1005.201.140 - GF, AHCCCS/AL	0		0	0
1005.201.142 - GF, Professional	837,384		834,166	837,384
1005.201.201 - GF, Finance Dep	1,032,934		929,641	1,083,808
1005.201.355 - GF, Debt Service	2,200,000		2,200,000	2,100,000
1005.201.610 - GF, Community	338,000		338,000	338,000
1005.201.141 - Contingency Res	338,000		0	2,110,697
1024 - Superior & JP Court Secu	185,099			
1820 - Credit Card Revolving	3,391,296		3,391,296	3,391,296
5100 - Brownfields Grants				
5101 - Gila Proud				201,711
1005 - Indirect Costs				
<b>Department Total</b>	<b>\$ 9,615,252</b>	<b>\$ 0</b>	<b>\$ 8,856,388</b>	<b>\$ 11,355,435</b>
<b>Treasurer (203)</b>				
1005 - General Fund	\$ 579,569	\$	\$ 542,448	\$ 590,118
7430 - TIF (Taxpayer Information	10,564			0
<b>Department Total</b>	<b>\$ 590,133</b>	<b>\$ 0</b>	<b>\$ 542,448</b>	<b>\$ 590,118</b>
<b>Computer Services (207)</b>				
1005 - General Fund	\$ 1,097,319	\$	\$ 1,097,319	\$ 1,465,660
1007 - Five Year Replacement Plan				
<b>Department Total</b>	<b>\$ 1,097,319</b>	<b>\$ 0</b>	<b>\$ 1,097,319</b>	<b>\$ 1,465,660</b>
<b>Assessor (221)</b>				
1005 - General Fund	\$ 1,199,178	\$	\$ 1,010,006	\$ 1,188,397
7143 - Assessor's Surcharge	77,329			0
<b>Department Total</b>	<b>\$ 1,276,507</b>	<b>\$ 0</b>	<b>\$ 1,010,006</b>	<b>\$ 1,188,397</b>
<b>Sheriff (300)</b>				
1005 - General Fund	\$ 14,466,776	\$	\$ 12,353,844	\$ 13,977,005
3001 - Drug Gang Violent Crime	323,665		256,263	0
3002 - Sheriff Vehicle Impound/S	5,000		0	2,500
3011 - Sheriff's Justice Enhance	387,328		173,536	442,100
3012 - Sheriff Special Projects	90,631		65,717	0
3013 - Sheriff Seized Equipment	1,424		0	0
3014 - Immigration Enforcement	19,635		0	0
3047 - Gila County Sheriff DARE	1,150		267	1,000
3054 - Sheriff's Victim's Rights				0
3055 - Sheriff's Commissary Fun	88,353		17,605	20,000

**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

	Adopted Budgeted Expenditures/ Expenses	Expenditure/ Expense adjustments approved	Actual Expenditures/ Expenses*	Budgeted Expenditures/ Expenses
Department/Fund	2021	2021	2021	2022
3061 - Sheriff BLESF Program	191,037		87,357	0
3064 - Marijuana Eradication				
3067 - Methamphetamine Program				
3074 - HSGP - Critical Incident				
3075 - GOHS STEP Sheriff	10,000		4,405	0
3077 - GOHS - DUI Enforcement	25,000		11,553	0
3078 - ACESF Grant				6,500
<b>Department Total</b>	<b>\$ 15,609,999</b>	<b>\$ 0</b>	<b>\$ 12,970,547</b>	<b>\$ 14,449,105</b>
County Attorney (301)				
1005 - General Fund	\$ 2,801,895	\$	\$ 2,500,455	\$ 2,832,780
3528 - County Attorney Residual Fund			23,672	73,369
3531 - Attorney's Justice Enhanc	205,147		217,264	193,647
3541 - Victim Restitution/Subrogation				51,649
3542 - Diversion Program CA	245,481		229,440	238,581
3543 - County Anti-Racketeering	382,870		15,176	262,665
3544 - Cost of Prosecution Reimbursement			61,521	531,856
3545 - Bad Check County Attorney				50,823
3546 - DEA Federal Asset Forfeiture				8,267
3547 - Deferred Prosecution Plai	34,717		12,534	238,113
3552 - County Attorney Fill th eGap				91,232
3553 - Fair & Legal Employment Act				60,988
3557 - AG Victims Rights	62,698		57,581	0
3560 - Victim Compensation				0
3561 - Drug Prosecution Grant	91,675		67,915	0
3563 - Crime Victim Assistance	30,813		32,220	0
<b>Department Total</b>	<b>\$ 3,855,296</b>	<b>\$ 0</b>	<b>\$ 3,217,777</b>	<b>\$ 4,633,970</b>
Clerk of Superior Court (302)				
1005 - General Fund	\$ 1,506,576	\$	\$ 1,308,079	\$ 1,572,219
4800 - Lengthy Trial Fund				
4840 - Cost of Prosecution -Clerk	63,150		252	65,888
4841 - Expedited Child Support	34,563		0	42,525
4842 - Document Conversion	107,961		20,017	97,006
4844 - Spousal Maintenance Enf	20,495		0	25,436
4846 - JCEF Surcharge Clerk	49,041		0	112,243
4847 - Family Law Commissione	2,811		0	2,811
4848 - Fill the Gap	37		0	37
<b>Department Total</b>	<b>\$ 1,784,634</b>	<b>\$ 0</b>	<b>\$ 1,328,348</b>	<b>\$ 1,918,165</b>
Child Support Enforcement (309)				
1005 - General Fund	\$ 382,969	\$	\$ 69,842	\$ 0
3509 - IV-D Child Support Enforc	1,126,379		438,007	108,356
3510 - IVD Incentive SSRE	110,885		95,201	0
3511 - Child Support Other Reimbursement				0
3512 - Child Support Incentive Funds			486,120	0
<b>Department Total</b>	<b>\$ 1,620,233</b>	<b>\$ 0</b>	<b>\$ 1,089,170</b>	<b>\$ 108,356</b>
Globe Justice Court (311)				
1005 - General Fund	\$ 759,854	\$	\$ 746,094	\$ 753,392
4740 - Globe Justice Court Surcharge				
4742 - FARE Globe JP				

**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

	Adopted Budgeted Expenditures/ Expenses	Expenditure/ Expense adjustments approved	Actual Expenditures/ Expenses*	Budgeted Expenditures/ Expenses
Department/Fund	2021	2021	2021	2022
4743 - Fill the Gap				
<b>Department Total</b>	\$ 759,854	\$ 0	\$ 746,094	\$ 753,392
Payson Justice Court (314)				
1005 - General Fund	\$ 681,847	\$	\$ 596,309	\$ 681,718
4741 - Payson Justice Court Sur	16,233			
<b>Department Total</b>	\$ 698,080	\$ 0	\$ 596,309	\$ 681,718
Globe Constable (321)				
1005 - General Fund	\$ 186,073	\$	\$ 186,073	\$ 200,413
<b>Department Total</b>	\$ 186,073	\$ 0	\$ 186,073	\$ 200,413
Payson Constable (324)				
1005 - General Fund	\$ 223,496	\$	\$ 220,462	\$ 233,763
<b>Department Total</b>	\$ 223,496	\$ 0	\$ 220,462	\$ 233,763
Superior Court Division I (331)				
1005 - General Fund	\$ 169,975	\$	\$ 169,975	\$ 174,042
<b>Department Total</b>	\$ 169,975	\$ 0	\$ 169,975	\$ 174,042
Superior Court Division II (332)				
1005 - General Fund	\$ 164,144	\$	\$ 164,144	\$ 170,708
<b>Department Total</b>	\$ 164,144	\$ 0	\$ 164,144	\$ 170,708
Superior Court General (333)				
1005 - General Fund	\$ 973,149	\$	\$ 952,880	\$ 1,017,307
1005 - Court Information System				
4178 - CASA Globe				
4501 - Law Library	78,420		77,242	78,195
4502 - Conciliation Court Fund	62,160		77,160	62,160
4505 - SB 1398			9,737	0
4506 - National CASA Local Rural			1,383	0
4540 - Local Aid to Indigent Defense			0	5
4541 - Local State Aid to Courts	56,264		0	9,246
4542 - Local Probate Assessmer	22,000		35,253	24,660
4553 - State Aid to Courts	16,000		5,125	61,361
4555 - Drug Enforcement / Superior Court				0
4556 - Field Trainer	65,739		62,192	58,874
4558 - Title IV-E				35,951
4559 - Children's Issues Educati	11,020		3,600	3,600
4566 - Domestic Relations / Med	4,336		1,500	1,500
4569 - Aid to Indigent Defense	112,900		0	0
4574 - Superior Court Cost of Pr	223,550		52,593	294,686
4575 - DES Access Visitation	15,000		0	0

**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

	Adopted Budgeted Expenditures/ Expenses	Expenditure/ Expense adjustments approved	Actual Expenditures/ Expenses*	Budgeted Expenditures/ Expenses
Department/Fund	2021	2021	2021	2022
4577 - Court Improvement Project	20,701		21,455	0
4578 - Expedited Child Support	21,984		6,840	6,840
4579 - Dependency Surge				0
4580 - Court Security Improvement Fund				
1124 - Superior & JP Courts Security				
<b>Department Total</b>	<b>\$ 1,683,223</b>	<b>\$ 0</b>	<b>\$ 1,306,962</b>	<b>\$ 1,654,385</b>

Probation (335)

1005 - General Fund	\$ 1,133,752	\$	\$ 1,005,107	\$ 1,032,378
4042 - Adult Probation Service Fees	237,250		162,640	189,335
4050 - Adult Drug Court	4,000		7,565	3,250
4051 - Adult Intensive Probation	263,984		272,757	253,024
4052 - Drug Gang Violent Crime			65,667	69,065
4053 - Adult JCEF IPS Assistance	13,339		13,583	0
4054 - CJEF S/Offender	7,000		35,000	25,613
4055 - Community Punishment	31,000		22,040	23,100
4056 - CJEF Substance Abuse	21,875		11,476	23,230
4057 - Drug Treatment Education	10,500		4,882	3,075
4059 - State Aid Enhancement	380,409		424,525	397,689
4071 - JPSF Treatment	120,175		155,232	149,890
4072 - JCEF ERE Assistant	161,436		13,580	162,992
4146 - Juvenile Diversion Fees	12,358		3,326	12,943
4147 - Juvenile Probation Service Fees			5,104	0
4150 - Juvenile Detention Alternatives				0
4177 - Court Appointed Special Advocate	96,989		108,146	16,530
4178 - CASA - Globe	83,394		81,820	3,700
4189 - Juvenile Drug Court				
4192 - Juvenile Crime Reduction Grant				
4193 - Family Counseling	7,817		7,777	7,777
4194 - Diversion Consequences	23,704		30,605	27,591
4195 - Diversion Intake	230,267		247,137	235,914
4196 - Juvenile Intensive Probation	147,723		99,351	154,567
4197 - Juvenile Standards Probation	117,225		112,853	118,612
<b>Department Total</b>	<b>\$ 3,104,197</b>	<b>\$ 0</b>	<b>\$ 2,890,171</b>	<b>\$ 2,910,275</b>

Juvenile Detention (336)

1005 - General Fund	\$ 799,966	\$	\$ 585,094	\$ 775,525
<b>Department Total</b>	<b>\$ 799,966</b>	<b>\$ 0</b>	<b>\$ 585,094</b>	<b>\$ 775,525</b>

Public Works (341)

1005.341 - Flood Control	\$ 239,640	\$	\$ 236,557	\$ 246,030
6500 - Public Works	6,636,468		5,056,502	8,240,781
6510 - PW 1/2 Cent Transportation	1,581,852		1,581,852	2,290,268

**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

	Adopted Budgeted Expenditures/ Expenses	Expenditure/ Expense adjustments approved	Actual Expenditures/ Expenses*	Budgeted Expenditures/ Expenses
Department/Fund	2021	2021	2021	2022
6511 - Tonto Creek Bridge	26,000		361,732	3,223,000
6512 - RAC FS - Young 512 Road	0			0
6513 - Intergovernmental Projects	992,999		36,456	90,000
6570 - Waste Tire Fund	132,692		161,333	154,711
6594 - TE Sidewalks Main	65,000		65,000	30,000
6850 - Recycling & Landfill Management	4,159,186		3,000,000	2,409,747
6855 - Russell Gulch Expansion	1,000,000		500,000	0
6856 - Buckhead Mesa Expansion	2,227,624		1,113,800	300,500
6860 - Fuel Management	693,718		945,000	961,125
6870 - Fleet Management	705,798		705,798	624,971
6880 - Facilities Management	2,071,137		2,071,137	3,093,263
Street Lighting Improvement Districts				
7510 - Pine SLID	1,900		1,900	2,008
7511 - Apache Hills SLID	3,500		3,500	3,750
7512 - Upper Glendale / Central	1,500		1,500	1,574
7513 - East Verde Park SLID	4,500		4,500	4,731
7514 - Miami Gardens SLID	3,000		3,000	3,166
7515 - Midland/Central Heights SLID	15,000		15,000	15,613
7516 - Claypool/Lower Miami SLID	21,000		21,000	18,361
<b>Department Total</b>	<b>\$ 20,582,514</b>	<b>\$ 0</b>	<b>\$ 15,885,567</b>	<b>\$ 21,713,599</b>
Indigent Legal Defense (345)				
1005 - General Fund	\$ 1,312,340	\$	\$ 1,365,906	\$ 1,354,106
4540 - Local Aid to Indigent Defense				
4569 - Aid to Indigent Defense				
<b>Department Total</b>	<b>\$ 1,312,340</b>	<b>\$ 0</b>	<b>\$ 1,365,906</b>	<b>\$ 1,354,106</b>
Health (404)				
1008 - Health Services Fund	\$ 1,206,000	\$	\$ 570,988	\$ 740,860
1008 - Environmental Health	872,298		99,430	386,137
1009 - Rabies Control	457,519		417,333	457,519
2515 - COVID-19			265,497	0
2517 - HIV	7,929		4,871	4,561
2518 - WIC	317,625		248,436	317,625
2519 - TB	44,723		9,922	16,153
2521 - Community Health Grant	82,645		56,342	82,273
2524 - Immunization	454,468		433,788	142,660
2526 - Private Stock Vaccines	585,083		485,306	239,839
2527 - Population Health Initiative	46,801		49,000	46,801
2528 - Commodity Supplemental Food	1,180		129	0
2529 - RxP OD Prevention	157,984		173,765	147,350
2530 - HIV Consortium	255,967		253,333	255,976
2550 - PHEP	204,349		245,333	204,349
2552 - Tobacco Free Environment	125,550		102,667	125,550
2557 - Prop 201 Smoke Free AZ	46,712		49,333	46,172
2558 - Public Health Accreditation	48,840		58,667	48,840

**Gila County**  
**Expenditures/Expenses by Department**  
**Fiscal year 2022**

	Adopted Budgeted Expenditures/ Expenses	Expenditure/ Expense adjustments approved	Actual Expenditures/ Expenses*	Budgeted Expenditures/ Expenses
Department/Fund	2021	2021	2021	2022
2559 - Family Planning	20,490		36,667	20,400
2560 - Teen Pregnancy Preventi	191,710		206,667	191,710
2565 - Neonatal Intensive Care Program				
2571 - Supplemental Nutrition As	224,030		206,667	224,030
2573 - ELC - Expanded Lab Capacity			1,040,129	1,084,205
2574 - ECC - Establis COVID Compliance			37,976	0
2576 - Hazardous Materials Em				
<b>Department Total</b>	<b>\$ 5,351,903</b>	<b>\$ 0</b>	<b>\$ 5,052,247</b>	<b>\$ 4,783,010</b>
Public Fiduciary (406)				
1005 - General Fund	\$ 515,729	\$	\$ 515,729	\$ 539,245
<b>Department Total</b>	<b>\$ 515,729</b>	<b>\$ 0</b>	<b>\$ 515,729</b>	<b>\$ 539,245</b>
Library (600)				
1005 - General Fund	\$	\$	\$	\$
6000 - Library District Grants	165,000		140,000	177,600
6010 - Library Assistance	1,650,703		1,380,343	1,765,317
6020 - E-Rate			9,379	250,000
<b>Department Total</b>	<b>\$ 1,815,703</b>	<b>\$ 0</b>	<b>\$ 1,529,721</b>	<b>\$ 2,192,917</b>
Superintendent of Schools (702)				
1005 - General Fund	\$ 421,674	\$	\$ 456,000	\$ 454,053
5510 - Gila County Education Se	450,000		0	450,000
5520 - Special School Reserve	0			
<b>Department Total</b>	<b>\$ 871,674</b>	<b>\$ 0</b>	<b>\$ 456,000</b>	<b>\$ 904,053</b>
<b>All Departments Total</b>	<b>\$ 118,695,298</b>	<b>\$ 0</b>	<b>\$ 86,799,976</b>	<b>\$ 115,838,783</b>

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed

**Gila County**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2022**

	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
<b>1005 General Fund</b>						
101 Board of Supervisors	12.48	942,667	\$ 189,642	\$ 114,566	\$ 78,639	\$ 1,325,514
103 Elections	4.01	197,626	24,110	36,812	16,001	274,550
104 Economic Development	2.00	134,810	16,474	18,360	10,586	180,230
105 Fairgrounds & Recreation	4.00	177,431	21,682	36,720	13,933	249,766
106 Emergency Management	2.00	115,115.81	13,963	18,360	9,103	156,542
107 Human Resources	5.00	307,412	37,400	45,900	24,140	414,853
108 Community Development	15.52	836,581	101,946	142,474	70,708	1,151,709
109 Transit	2.00	77,827	9,510	18,360	6,112	111,809
110 Public Defender	2.00	114,443	13,985	18,360	8,987	155,775
115 GIS Rural Addressing	1.50	77,843	9,185	13,770	6,113	106,911
120 Recorder	11.00	420,706	82,806	100,980	32,133	636,626
143 Administrative Services	4.00	172,390	21,029	36,720	13,537	243,677
201 Finance	12.51	642,806	78,551	101,331	51,177	873,866
203 Treasurer	6.01	299,601	68,007	55,080	24,432	447,120
207 Computer Services	11.61	797,000	96,311	105,500	63,201	1,062,012
221 Assessor	16.00	707,179	117,504	146,880	61,334	1,032,897
300 Sheriff	145.91	7,516,257	782,241	1,339,454	888,961	10,526,913
301 County Attorney	27.08	1,801,679	272,218	248,594	143,068	2,465,560
302 Clerk of Superior Court	20.90	912,215	142,869	191,862	70,423	1,317,369
311 Globe Justice Court	10.55	464,634	102,393	92,313	37,111	696,451
314 Payson Justice Court	9.06	434,396	97,975	72,981	34,721	640,073
321 Globe Constable	2.50	108,137	31,392	20,250	8,980	168,758
324 Payson Constable	2.49	133,037	42,863	20,169	10,883	206,952
331 Superior Court Div I	3.00	128,471	15,699	16,200	5,108	165,479
332 Superior Court Div II	2.00	126,127	15,413	16,200	4,927	162,666
333 Superior Court General	10.38	691,938	84,555	84,078	53,073	913,644
335 Probation	11.88	648,220	75,887	109,058	52,262	885,428
336 Juvenile Detention	8.00	356,611	32,808	73,440	30,419	493,278
341.104 Flood Plain Mgmt	2.00	147,753	18,055	16,200	13,383	195,391
406 Public Fiduciary	7.00	340,151	41,566	64,260	27,699	473,676
702 School Superintendent	6.41	293,202	47,699	51,921	24,131	416,952
<b>5101 Gila Proud</b>	2.00	79,999	9,776	18,360	6,282	114,417
<b>Total General Fund</b>	<b>382.80</b>	<b>20,204,267</b>	<b>\$ 2,715,516</b>	<b>\$ 3,445,513</b>	<b>\$ 1,901,570</b>	<b>\$ 28,266,865</b>
<b>SPECIAL REVENUE FUNDS</b>						
1008.404 Health Service Fund	8.80	485,577	\$ 57,298	\$ 80,784	\$ 38,976	\$ 662,635
1008.405 Health Service Fund	1.70	81,857	9,406	15,606	6,551	113,419
1009.404 Rabies Control	6.20	230,982	27,256	56,916	21,571	336,725
2000 Housing	2.30	109,076	13,329	21,114	8,997	152,516
2001 CAP	0.60	22,676	2,771	5,462	1,781	32,690
2002 Housing Rehabilitation	2.85	159,919	19,542	26,163	13,577	219,201
2003 DES Community Action Program	5.02	232,421	28,402	46,084	18,541	325,448
2004 Section 8 Housing	0.00	0	0	0	0	0
2005 Weatherization Asst	0.45	31,569	3,858	4,131	2,947	42,505
2006 Supp Nutrition Asst Program	0.69	34,608	4,229	6,334	2,833	48,004
2012 GEST	10.68	364,488	44,540	98,042	30,732	537,803
2515 COVID-19	3.00	153,694	18,781	27,540	12,069	212,084
2517 HIV	0.03	1,440	170	275	115	2,001
2518 WIC 10.557	6.10	214,901	23,706	55,998	17,188	311,793
2519 TB	0.05	2,744	324	459	220	3,747
2521 Community Health Grant	1.25	41,321	4,876	11,475	3,307	60,979
2524 Immunization	1.60	73,310	8,649	14,688	5,757	102,404
2526	0.50	14,447	1,705	4,590	1,135	21,877
2527 HAPI	0.70	32,206	3,800	6,426	2,529	44,961
2529 RXP - Presc Drug OD Prevention	1.20	42,750	5,045	11,016	3,408	62,219
2530 HIV Consortium	3.07	126,531	14,931	28,183	10,138	179,783
2550 Public Hlth Emerg Preparedness	1.40	56,262	6,639	12,852	2,277	78,029
2552 Tobacco Free Environment	1.75	68,177	8,045	16,065	5,460	97,747
2557 Prop 201 Smoke Free AZ Act	0.65	37,053	3,902	5,967	2,970	49,892
2559 Family Planning	0.05	2,849	336	459	228	3,873
2560 Teen Pregnancy Prevention Svcs	2.35	77,433	9,137	21,573	6,150	114,293
2571 Supp Nutrition Asst Prog Ed	1.20	61,410	7,246	11,016	4,845	84,517
2573 Expanded Lab Capacity	1.00	63,516	7,657	9,180	5,051	85,404
2574 Establishing COVID Compliance	0.00	0	0	0	0	0
3001 Drug Gang Violent Crime Control	1.00	62,274	5,729	9,180	6,902	84,085
3055 Sheriff's Commissary Fund	0.00	0	0	0	0	0



3061 Sheriff BLESF Program	1.00	50,612	4,656	9,180	5,609	70,057
3509 IV-D Child Support	4.00	216,134	26,412	36,720	16,939	296,204
3511 Child Support Other Reimb	0.00	0	0	0	0	0
3531 Attorney's Justice Enhancement	3.00	149,242	18,237	27,540	12,896	207,916
3542 Diversion Program CA	4.00	177,783	21,725	36,720	13,933	250,162
3544 Cost of Prosecution Reimb Fund	2.00	135,915	15,260	18,360	10,652	180,187
3547 Deferred Prosecution Program	0.48	12,310	1,296	4,406	965	18,978
3557 A G Victim Rights	0.90	40,891	4,997	8,262	3,205	57,354
3561 Drug Prosecution Grant	1.00	70,832	8,656	9,180	5,551	94,219
3563 Crime Victim Assistance Prog	0.50	23,399	2,464	4,590	1,834	32,287
4042 Adult Probation Service Fees	2.26	121,334	12,722	18,306	10,350	162,712
4051 Adult Intensive Prob Supervision	3.50	169,082	16,583	28,350	59,534	273,549
4059 State Aid Enhancement	5.00	269,086	26,495	40,500	22,503	358,584
4071 JPSF Treatment	0.25	18,228	1,677	2,025	1,555	23,485
4072 JCEF ERE Assistant	2.59	116,063	13,590	20,979	9,347	159,979
4146 Juvenile Diversion Fees	0.25	9,211	1,126	2,025	711	13,073
4177 Court Appointed Spec Advocate	1.50	65,674	8,025	12,150	5,070	90,919
4178 CASA - Globe	0.20	51,673	6,314	8,100	4,408	70,495
4194 Diversion Consequences	0.20	6,893	842	1,620	532	9,887
4501 Law Library	1.00	31,542	3,854	8,100	2,435	45,931
4556 Field Trainer	1.00	43,994	5,376	8,100	3,396	60,866
4574 Superior Court Cost of Prosecution	0.50	21,536	2,608	4,050	1,798	29,992
4577 Court Improvement Project	0.50	14,001	1,711	4,050	1,081	20,843
4840 Cost of Prosecution Clrk Sup Crt	0.01	12,000	0	0	0	12,000
4842 Document Conversion Sup Crt	0.01	12,000	0	0	0	12,000
6000 Library District Grants	0.76	41,230	1,112	6,977	3,238	52,556
6010 Library Assistance	4.10	216,247	26,425	27,054	17,165	286,891
6500 Public Works	68.59	3,284,841	400,066	555,539	354,080	4,594,525
6570 Waste Tire Fund	1.67	54,063	6,607	13,527	5,517	79,714
						0
<b>Total Special Revenue Funds</b>	<b>176.95</b>	<b>8,321,306</b>	<b>\$ 980,146</b>	<b>\$ 1,523,988</b>	<b>\$ 810,558</b>	<b>\$ 11,635,998</b>
<b>DEBT SERVICE FUNDS</b>						
			\$	\$	\$	\$ 0
						0
						0
<b>Total Debt Service Funds</b>	<b>0.00</b>	<b>0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>CAPITAL PROJECTS FUNDS</b>						
			\$	\$	\$	\$ 0
						0
						0
<b>Total Capital Projects Funds</b>	<b>0.00</b>	<b>0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>PERMANENT FUNDS</b>						
			\$	\$	\$	\$ 0
						0
						0
<b>Total Permanent Funds</b>	<b>0.00</b>	<b>0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>ENTERPRISE FUNDS</b>						
6850 Recycling & Landfill Mgt.	12.33	514,972	62,930	99,873	59,461	737,236
						0
						0
<b>Total Enterprise Funds</b>	<b>12.33</b>	<b>514,972</b>	<b>\$ 62,930</b>	<b>\$ 99,873</b>	<b>\$ 59,461</b>	<b>\$ 737,236</b>
<b>INTERNAL SERVICE FUND</b>						
6860 Fuel Management	0.50	23,803	2,909	4,050	2,052	32,813
6870 Fleet Management	3.50	175,789	21,481	28,350	15,154	240,774
6880 Facilities Management	23.38	939,634	114,823	189,338	96,743	1,340,537
<b>Total Internal Service Fund</b>	<b>27.38</b>	<b>1,139,225</b>	<b>139,213</b>	<b>221,738</b>	<b>113,948</b>	<b>1,614,125</b>
<b>TOTAL ALL FUNDS</b>	<b>599.46</b>	<b>\$ 30,179,770.51</b>	<b>\$ 3,897,804</b>	<b>\$ 5,291,111</b>	<b>\$ 2,885,537</b>	<b>\$ 42,254,223</b>

## **PUBLIC NOTICE**

**PUBLIC NOTICE IS HEREBY GIVEN** that pursuant to A.R.S. § 42-17103 through 42-17105, the Gila County Board of Supervisors (and the Board of Directors of the Gila County Flood Control District, Gila County Library District, and Gila County Street Lighting Improvement Districts) will hold a public hearing on Tuesday, July 13, 2021, to hear taxpayers who may wish to comment on the FY 2022 Gila County Tentative Budget, which was adopted on June 15, 2021; the proposed tax levy; and on any proposed changes to the FY 2022 Gila County Tentative Budget.


Immediately following the hearing, the Board of Supervisors will adopt the FY 2022 Gila County Budget.

The public hearing will begin at 10:00 a.m. or thereafter at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 East Ash Street, Globe, Arizona, and it will be simultaneously broadcast to the County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson, Arizona. Due to the COVID-19 pandemic, meeting attendance is limited so the general public is not allowed to attend in person at this time; however, all interested citizens are invited to attend and participate in the public hearing which is being live-streamed on YouTube at <https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>. Written comments may be submitted through YouTube.

A complete copy of the estimates of revenues and expenses shall be made available at the Gila County libraries, Clerk of the Board's office and on the County's website. The library addresses, County website address, and the summary of the estimates of revenues and expenses are attached to this notice.

Additionally, and in accordance with state statute, the Gila County Board of Supervisors will meet again at the same location on Monday, August 16, 2021, at 10:00 a.m. to vote on the final tax levy proposal.

**DATED AND POSTED** this 15<sup>th</sup> day of June 2021.

  
Marian Sheppard, Clerk  
Gila County Board of Supervisors

Per A.R.S. § 42-17103, listed below are the Gila County library addresses and County website address where a complete copy of the Gila County 2021-2022 fiscal year budget estimates may be found.

Globe Public Library 339 South Broad Street Globe, Arizona 85501	San Carlos Public Library San Carlos Avenue San Carlos, Arizona 85550
Hayden Public Library 219 E. Fifth Avenue Hayden, Arizona 85235	Tonto Basin Public Library 415 Old Highway 188 Tonto Basin, Arizona 85553
Isabelle Hunt Memorial Public Library 6124 N. Randall Place Pine, Arizona 85544	Young Public Library 123 S. Midway Avenue Young, Arizona 85554
Miami Memorial Library 282 S. Adonis Avenue Miami, Arizona 85539	Payson Public Library 328 N. McLane Road Payson, Arizona 85541
	Gila County Website <a href="http://www.gilacountyaz.gov">www.gilacountyaz.gov</a> Under Offices/Depts. click on "Finance," click on "Gila County Budgets," click on "Gila County Tentative Budget FY 2021-2022"

**Gila County**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal year 2022**

Fiscal year	S c h e d u l e		Funds						Enterprise Funds	Total All Funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund			
2021	E 1	Adopted/Adjusted Budgeted Expenditures/Expenses*	58,023,938	38,384,427	2,200,000	9,229,470	3,470,653	7,386,810	118,695,298	
2021	E 2	Actual Expenditures/Expenses**	39,079,515	33,055,295	1,570,560	4,000,000	3,721,935	4,613,800	86,041,105	
2022	3	Fund Balance/Net Position at July 1***	24,509,499	11,053,645	2,100,000	5,215,754	3,228,744	239,877	46,347,519	
2022	B 4	Primary Property Tax Levy	23,542,297	0	0	0	0	0	23,542,297	
2022	B 5	Secondary Property Tax Levy	0	1,362,580	0	0	0	0	1,362,580	
2022	C 6	Estimated Revenues Other than Property Taxes	40,594,329	26,285,908	0	531,165	1,450,615	2,470,370	71,332,387	
2022	D 7	Other Financing Sources	0	3,079,913	0	0	0	0	3,079,913	
2022	D 8	Other Financing (Uses)	3,079,913	0	0	0	0	0	3,079,913	
2022	D 9	Interfund Transfers In	2,264,103	6,855,939	0	0	0	0	9,120,043	
2022	D 10	Interfund Transfers (Out)	3,250,264	5,869,779	0	0	0	0	9,120,043	
2022		Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures								
		Maintained for Future Debt Retirement	1,500,000	0	0	0	0	0	1,500,000	
		Maintained for Future Capital Projects	5,000,000	5,000,000	0	0	0	0	10,000,000	
		Maintained for Future Financial Stability	10,000,000	0	0	0	0	0	10,000,000	
		Maintained for American Rescue Plan Act	5,246,000	0	0	0	0	0	5,246,000	
				0	0	0	0	0	0	
2022	12	Total Financial Resources Available	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783	
2022	E 13	Budgeted Expenditures/Expenses	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783	

**Expenditure Limitation Comparison**

1	Budgeted expenditures/expenses	2021	2022
2	Add/subtract: estimated net reconciling items	\$ 118,695,298	\$ 118,918,696
3	Budgeted expenditures/expenses adjusted for reconciling items	118,695,298	118,918,696
4	Less: estimated exclusions	85,835,378	86,004,629
5	Amount subject to the expenditure limitation	\$ 32,859,920	\$ 32,914,067
6	EEC expenditure limitation	\$ 45,269,746	\$ 45,897,468

**Gila County**  
**Tax Levy and Tax Rate Information**  
**Fiscal year 2022**

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 35,616,775	\$ 36,935,528
2. Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ 0	
3. Property tax levy amounts		
<b>A.</b> Primary property taxes	\$ 23,019,123	\$ 23,542,297
Property tax judgment		
<b>B.</b> Secondary property taxes		
Gila County Library District	\$ 1,332,635	\$ 1,362,580
Fire District Assistance Tax	529,767	561,889
Pine SLID	2,004	2,008
East Verde SLID	4,731	4,731
Miami Gardens SLID	3,166	3,166
Apache Hills SLID	3,750	3,750
Upper Glendale SLID	1,574	1,574
Midland City / Central Heights SLID	15,613	15,613
Claypool SLID	18,361	18,361
Total secondary property taxes	\$ 1,911,601	\$ 1,973,672
<b>C.</b> Total property tax levy amounts	\$ 24,930,724	\$ 25,515,969
4. Property taxes collected*		
<b>A.</b> Primary property taxes		
(1) <b>Current</b> year's levy	\$ 23,205,489.27	
(2) Prior years' levies	269,793	
(3) Total primary property taxes	\$ 23,475,282	
<b>B.</b> Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,046,413	
(2) Prior years' levies	9,394	
(3) Total secondary property taxes	\$ 1,055,807	
<b>C.</b> Total property taxes collected	\$ 24,531,089	
5. Property tax rates		
<b>A.</b> County tax rate		
(1) Primary property tax rate		
Property tax judgment	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax (FDAT)	0.1000	0.1000
Flood Control District	0.0000	0.0000
(3) Total county tax rate	4.5325	4.5325

**B. Special assessment district tax rates**

Secondary property tax rates

Pine SLID	0.1394	0.1332
East Verde SLID	0.2192	0.2072
Miami Gardens SLID	1.0272	0.9781
Apache Hills SLID	2.6612	2.4510
Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

- \* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.



Gila County, AZ  
FY 2021-2022  
Budget Adoption  
July 13, 2021

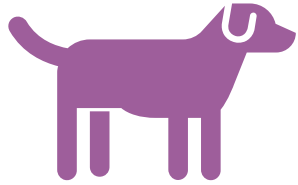


# Budget Priorities

- ▶ Provide for a balanced budget
- ▶ Maintain County Primary property tax rate of \$4.19
  - ▶ Consistent since 2010
- ▶ Operate within property tax and other current revenues while preparing for future economic uncertainty
- ▶ Maintain public service levels



# Ongoing Capital Improvements



## Completed in 2021

Animal Shelter

Globe Jail



## In Progress

Payson Multi-Purpose Building

- Projected Completion: December

# FY21-22

## Challenges, Opportunities, Ongoing Considerations

### Challenges

- Changing economic conditions
- COVID-19
- Increases to Unfunded Mandates
- Recovery from Wildfires & Preparing for post-fire monsoon impacts

### Opportunities

- Additional Grant funding & collaborations
- Workplace & Customer Service Adaptations
- NeoGov Software – bringing the best talent to our workplace with COVID-19 safe interfaces

### Ongoing Business Considerations

- 3% increase in Health Insurance costs
- Operating budgets to remain flat
- Consumer Price Index and Cost of Living Ratios
- PSPRS Debt Service vs Unamortized Actuarial Liability

# New Initiatives + Future Program Investments



PUBLIC DEFENDER'S  
OFFICE



FAIRGROUNDS,  
PARKS, &  
RECREATION



ECONOMIC  
DEVELOPMENT



REGIONAL PUBLIC  
TRANSPORTATION



HIGHWAY 60  
CORRIDOR - GILA  
PROUD

# Strategic Plan Related Strengths

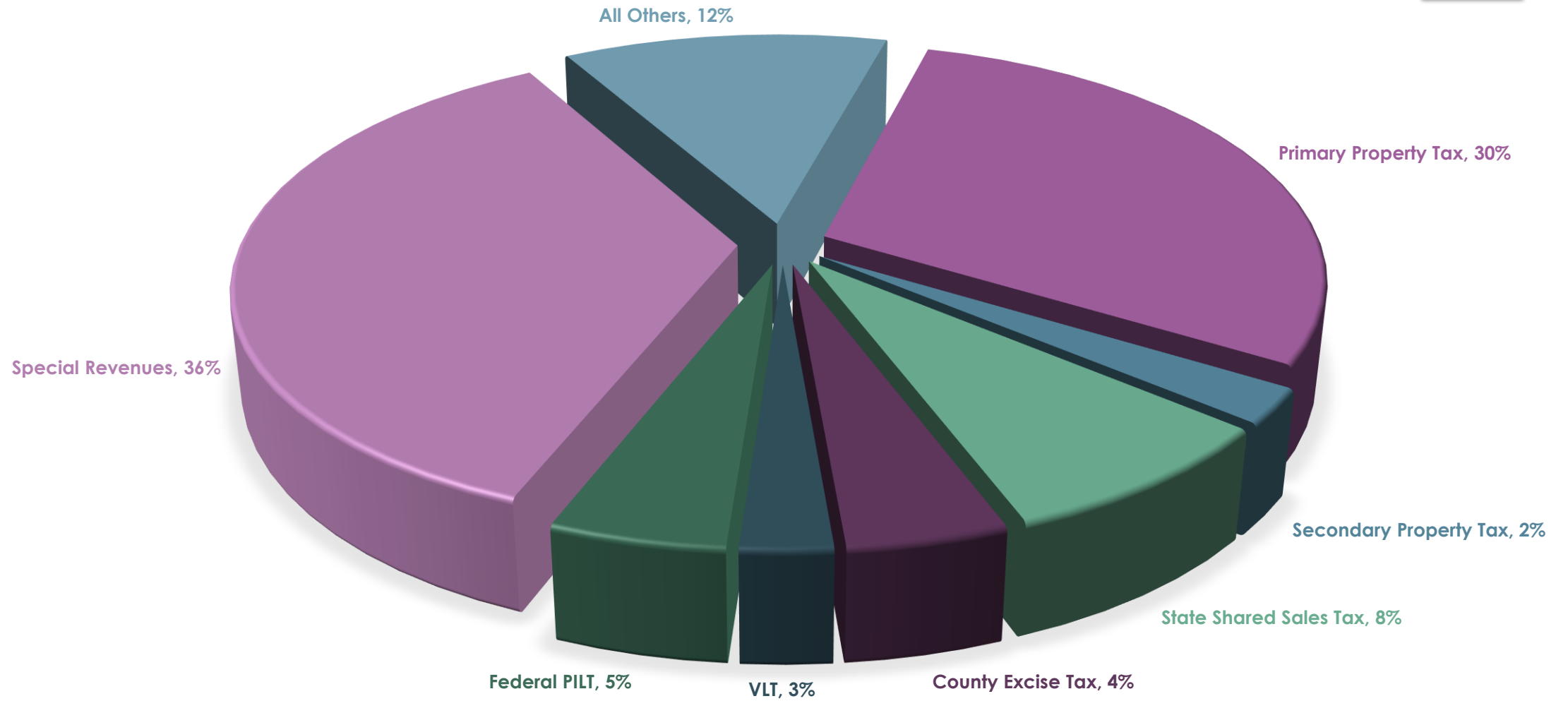
## Responsible Resource Management

- AA Rating reaffirmed by Standard & Poors
  - July 1, 2020
- General Fund Pledged Revenue to Debt Service Ratio
  - 5.47

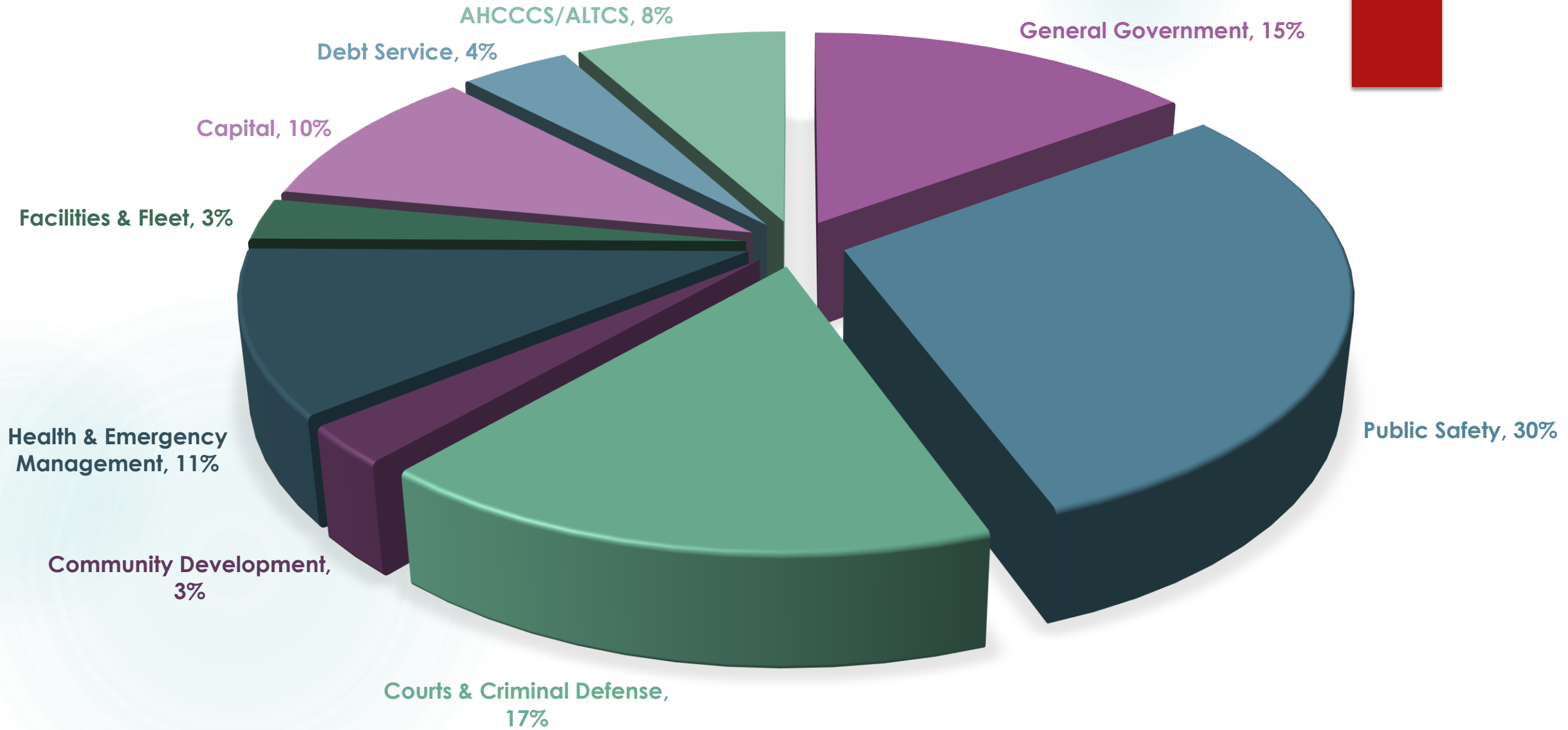
## Robust Communication

- Proactive Leadership in response to COVID-19
- Department Directors Achieve Financial and Staffing Targets
- Timely applications for grant funding and other resources
- Single Audit Current

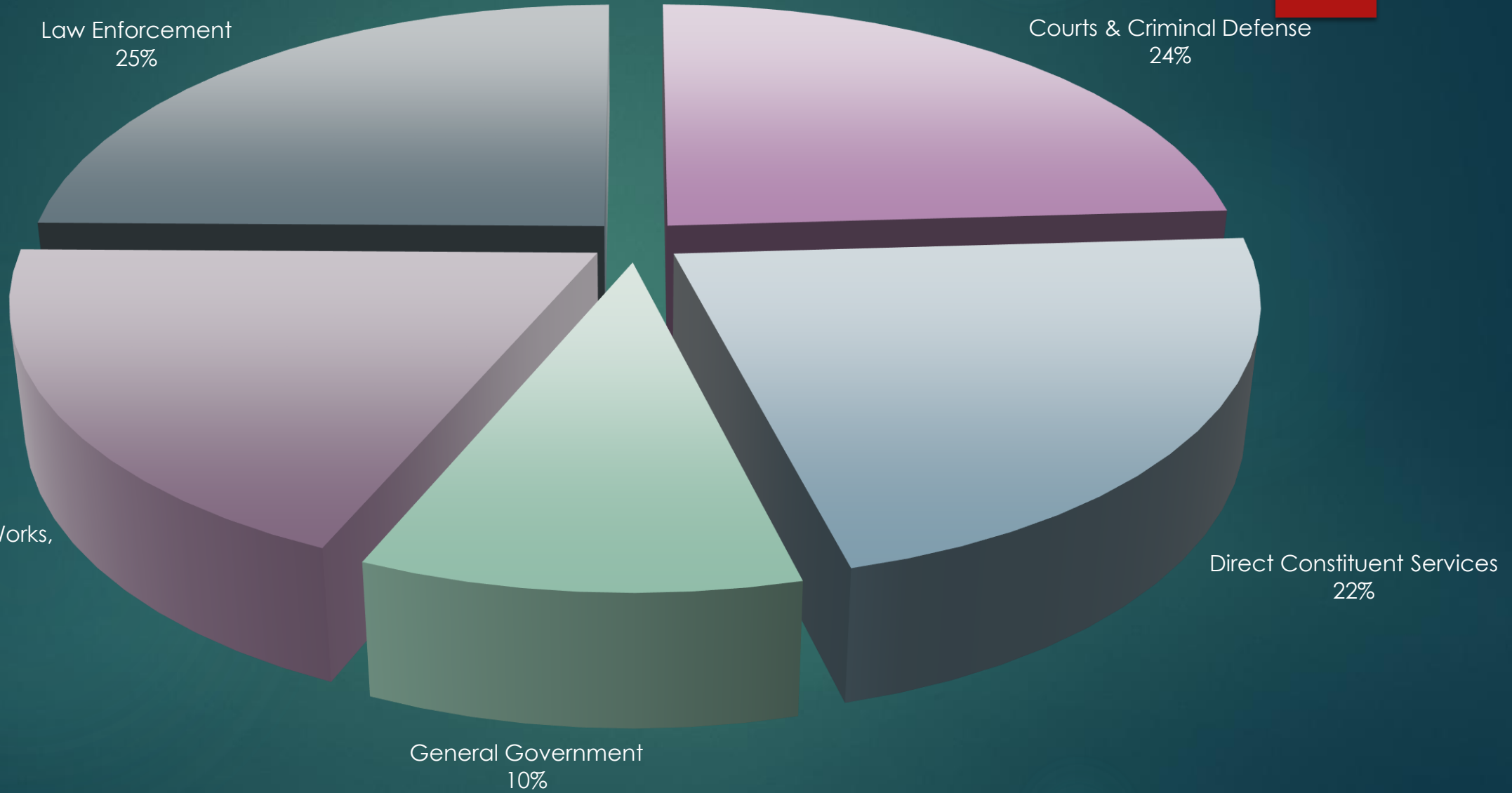
## GENERAL FUND REVENUE RATIOS 2022 TENTATIVE ADOPTION



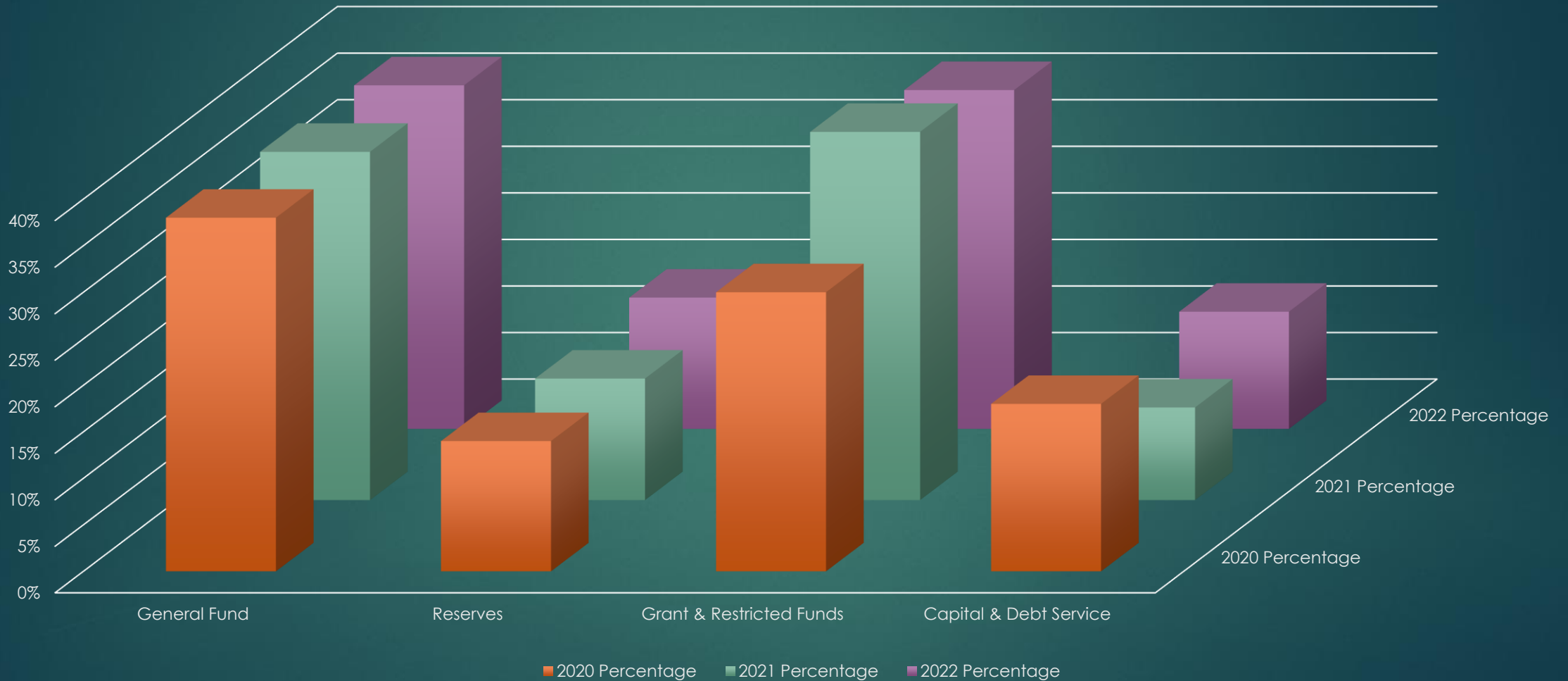
# GENERAL FUND EXPENDITURES



# % of Budgeted Staff by Function



## 2022 Tentative vs 2021 & 2022 Adopted Budgets Percentages by Category





**Gila County**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal year 2022**

Fiscal year		S c h	L i n e	Funds						
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund	Enterprise Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	58,023,938	38,384,427	2,200,000	9,229,470	3,470,653	7,386,810	118,695,298
2021	Actual Expenditures/Expenses**	E	2	39,079,515	33,055,295	1,570,560	4,000,000	3,721,935	4,613,800	86,041,105
2022	Fund Balance/Net Position at July 1***		3	24,509,499	11,053,645	2,100,000	5,215,754	3,228,744	239,877	46,347,519
2022	Primary Property Tax Levy	B	4	23,542,297	0	0	0			23,542,297
2022	Secondary Property Tax Levy	B	5	0	1,362,580	0	0			1,362,580
2022	Estimated Revenues Other than Property Taxes	C	6	40,594,329	26,285,908	0	531,165	1,450,615	2,470,370	71,332,387
2022	Other Financing Sources	D	7	0	3,079,913	0	0	0	0	3,079,913
2022	Other Financing (Uses)	D	8	3,079,913	0	0	0	0	0	3,079,913
2022	Interfund Transfers In	D	9	2,264,103	6,855,939	0	0	0	0	9,120,043
2022	Interfund Transfers (Out)	D	10	3,250,264	5,869,779	0	0	0	0	9,120,043
2022	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures		11							
	Maintained for Future Debt Retirement			1,500,000	0	0	0	0	0	1,500,000
	Maintained for Future Capital Projects			5,000,000	5,000,000	0	0	0	0	10,000,000
	Maintained for Future Financial Stability			10,000,000	0	0	0	0	0	10,000,000
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2022	Total Financial Resources Available		12	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783
2022	Budgeted Expenditures/Expenses	E	13	62,834,052	37,768,206	2,100,000	5,746,919	4,679,359	2,710,247	115,838,783

Expenditure Limitation Comparison		2021	2022
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Upper Glendale SLID	1.6336	1.4994
Midland City / Central Heights SLID	0.4202	0.4205
Claypool SLID	0.5066	0.5429

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.



Questions?

**ARF-6771**

**Regular Agenda Item 3. A.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 07-13-21, to 07-12-22 Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

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Information

Request/Subject

Approval to use State Contract No. ADSP018-207044 with JE Fuller Hydrology & Geomorphology, Inc. related to Telegraph Fire ALERT Support

Background Information

After the Telegraph Fire the ground has much less vegetation to hold the moisture when it rains. The run-off of the moisture has the potential to flow much faster in a larger volume. To give officials the tools to alert the public and be aware of potential flooding, the engineering firm will provide more answers for alert status. Using the State Contract No.

ADSP018-207044 JE Fuller, which shows the contract time has been extended to July 21, 2023.

Evaluation

The work will involve the design of the system, specifying equipment, purchasing the equipment, and installation. Adding new stream gauge/precipitation data collection stations and upgrading the existing stations will provide more information for the local authorities if a flood occurs. Cameras in some of those areas will provide a visual for authorities. The task of creating a dedicated web-based map for viewing live data will assist authorities and the public to be more prepared.

Conclusion

Hiring JE Fuller to assist the County in alerting county officials and the public to the possibility of flooding and working with them to identify the potential areas with more equipment is important in the post-fire situation. Assisting with the placement of equipment will help expedite the alert system. This contract is reimbursable through the U.S. Department of Forestry and Fire Management (DFFM).

#### Recommendation

The Public Works Department Director recommends hiring JE Fuller/Hydrology & Geomorphology, Inc. to design, plan and place an ALERT system in the areas of the four watersheds affected by the Telegraph Fire.

#### Suggested Motion

Information/Discussion/Action to approve the use of State Contract No. ADSPO18-207044 with JE Fuller/Hydrology & Geomorphology, Inc. in the amount of \$119,000 to complete four tasks to assist officials in alerting the public to flooding. **(Steve Sanders)**

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#### Attachments

Contract Agreement ADSPO18-207044

JE Fuller Proposal

State Contract Amendment

State Contract Offer and Acceptance

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## CONTRACT AGREEMENT

Contract Name: Telegraph Fire ALERT Support Contract No.: ADSP018-207044 State of Arizona Procurement Office

**Statement of Purpose and Need (3-5 Sentences)** Gila County wishes to utilize JE Fuller on for Professional engineering services for hydrology and hydraulic services. All Documents executed by the State of Arizona on Contract No. ADSP018-207044, apply to this procurement between Gila County and JE Fuller Hydrology & Geomorphology, Inc.

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

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

**Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.

**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.

Contract End Date: 06-30-22

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$119,000.00

**Contract Information**

Firm Name: JE Fuller Hydrology & Geomorphology, Inc. Contact Person: Cory Helton

Address: 8400 S. Kyrene Rd., Ste 201 Phone No: 928-214-0887

City: Flagstaff State: AZ 86004 Fax: \_\_\_\_\_ Email: cory@jefuller.com

**Special Notes:**

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with JE Fuller Hydrology & Geomorphology, Inc., it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

**Authorization to use a Cooperative Purchasing Agreement with the State of Arizona Contract No. ADSP018-207044, for Statewide Engineering Services.**

Professional Engineering Services approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST**

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

**APPROVED AS TO FORM**

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

June 19, 2021

Homero Vela  
928.240.0219

**RE: Telegraph Fire- ALERT Support**

Dear Homero:

Thank you for requesting professional engineering services from JE Fuller/ Hydrology & Geomorphology, Inc. (JE Fuller). This letter outlines our proposed scope of services, schedule, and fee estimate for hydrology and hydraulic services relating to the Telegraph Fire.

**Project Understanding**

JE Fuller met with Gila County on June 17, 2021 to discuss needs for hydrology and hydraulic modeling for the Telegraph Fire. Also discussed was that the potential for existing ALERT infrastructure could be leveraged to help inform responders for what to prepare for in the event of rain storm events. Additionally the rainfall data can be made available to the public on the Gila County Webpage as well as allow the public to sign up for notifications. JE Fuller will coordinate with Gila County Emergency management to help implement the data. JE Fuller will create websites such as as the following used on other fires and they can serve as the support pages specific to the fire burn scar. The rainfall data and cameras have been of great support to Coconino County.

- <https://coconino.jefulleralert.com/jefmap/> and <https://coconino.jefulleralert.com/MuseumFireCameras/>

JE Fuller will coordinate with Gila County on the placement of ALERT stations and cellular trail cameras. And JE Fuller will make themselves available for installations as soon as access into the burn scar is allowed and permitting has been granted.

**Scope of Work**

Individual elements are listed below using rates identified in **Table 1**. JE Fuller expects these NTE amounts would cover all the support needs for the monsoon season of 2021 with excess funds available but if that is not the case JE Fuller would notify Gila County with the reasons when only 20% of the budget remains. At this time JE Fuller is scoping out 3 possible ALERT stations and 4 possible camera sites. These numbers can be adjusted as the County and JE Fuller coordinate further. The unit prices for ALERT rain stations is proposed at \$20,000 and the cameras at \$6,000 as described in further detail below.

**New Precipitation Sensors**

JE Fuller proposes using a NTE amount of \$20,000 per precipitation station for the installation and 2021 support. These stations will utilize the existing ALERT network to provide reliable and accurate sensor readings housed in rugged enclosures and infrastructure. An existing ALERT repeater located at Signal Peak will be utilized to receive and re-transmit data transmissions to be received at the JE Fuller base station in Tempe. At this time JE Fuller has sited out three (3) possible ALERT stations for a maximum NTE of \$60,000.



### Existing Station Maintenance

Three existing ALERT precipitation sensors located within the watershed currently require maintenance to ensure proper reporting during precipitation events. One station is not reporting at this time and repairs will be made on site as needed to bring this station on line. To complete this work would require a maximum NTE of \$10,000.

### Web Maps and Alarms

This task includes the creation of a dedicated web-based map for viewing live radar, live precipitation sensor readings, and other pertinent information (including current fire boundaries and burn areas). A web page to allow for public sign ups for alarms based on precipitation sensor readings will also be created. Members of the public can input basic contact information to receive real-time alerts. To complete this work would require a maximum NTE of \$25,000.

### Trail Camera

Cellular-based trail cameras will be installed throughout the watershed to provide a visual depiction of flow during storm events anticipated in the upcoming monsoon season. A NTE of \$6,000 per cellular trail camera install and 2021 support is proposed. If four (4) sites are selected the total NTE would be \$24,000.

### **Fee and Schedule**

With 3 ALERT Stations and 4 cameras the NTE amount would be \$119,000 using the rates shown below. Please note that Gila County can scale up or down the number of cameras or ALERT stations according to the unit price described. JE Fuller can immediately initiate work on all tasks simultaneously following a notice to proceed. Availability of new precipitation hardware is dependent upon coordination with ADWR to utilize spare equipment (to be replaced in this scope of work). Should all required hardware be made available within one week of a notice to proceed and pending access for JEF field personnel to the desired locations in the burn area, all field-based tasks can be completed soon. JE Fuller understands that the goal will be to implement as much as possible before the initial monsoon rains and will work diligently to accomplish that goal.

*Table 1. Hourly Rates*

Description	Rate (\$/hr)
Project Manager	\$166
Senior Engineer	\$160
Project Engineer	\$150
Geologist	\$140
EIT/GIS Tech/Hydro Tech	\$105
Intern	\$60


4X4 Vehicle usage will be reimbursed at \$0.71/mile. Per diem will be \$30/day/person.

Equipment and tax costs without any commission fees

Sincerely,  
JE Fuller/Hydrology & Geomorphology, Inc.



Cory Helton, PE, MS, Vice President, CFO

	<b>Contract Amendment</b>		<b>Arizona Department of Administration State Procurement Office 100 N. 15<sup>th</sup> Avenue, Suite 402 Phoenix, AZ 85007</b>
	Legacy Contract: ADSPO18-207044		
	CTR031428	APP Amendment #1	

**Professional Services for Arizona State Land Department**  
***Je Fuller Hydrology & Geomorphology Inc***

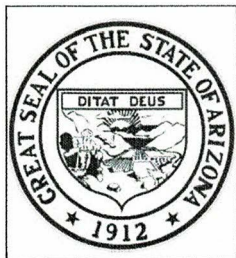
In accordance with the Special Terms and Conditions, 3.2, Contract Extensions, this contract is amended as follows:

1. The term of this contract is hereby extended until July 31<sup>st</sup> 2023.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

**ACKNOWLEDGEMENT AND AUTHORIZATION**

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.



**Request for Proposals**  
**Solicitation No.**  
**ADSP018-00007994**  
**Description:**  
**Professional Services for Arizona State Land**  
**Department**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

Attachment 1  
**Offer and Acceptance Form**

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide **Professional Services for Arizona State Land Department** to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

<b>Initial Offer:</b>	1.	05/23/2018	WSO						
	date		initial						
<b>Revised Offers:</b>	2.	x		3.	x		4.	x	
	date #1		initial	date #1		initial	date #1		initial
	5.	x		6.	x		7.	x	
	date #4		initial	date #5		initial	date #6		initial
<b>Best and Final Offer:</b>	8.	x							
	date		initial						

**JE Fuller Hydrology and Geomorphology, Inc.**

Offeror company name

8400 S. Kyrene Road, Suite 201

Address

Tempe, AZ 85284

City | State | ZIP

86-0785301

Federal tax identifier (EIN or SSN)

*W. Scott Ogden*

Signature of person authorized to sign Offer

WSO

Initials

W. Scott Ogden Vice President

Printed name and title

W. Scott Ogden Vice President

Contact name and title

scott@jefuller.com

Contact Email Address

480-222-5717

Contact phone number

**CERTIFICATION:** By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- 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. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number \_\_\_\_\_ at the top of this form, and which was dated (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

**State's Contract No. is:** ADSP018-207044

**The effective date of the Contract is:** August 1, 2018

**Contract awarded:** July 10, 2018

Procurement Officer signature

Rocky Advani

Procurement Officer printed name



Douglas A. Ducey  
Governor

Gilbert Davidson  
Chief Operating  
Officer and Interim  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**

**STATE PROCUREMENT OFFICE**

100 NORTH FIFTEENTH AVENUE • SUITE 402  
PHOENIX, ARIZONA 85007

(602) 542-5511 (main)  
<http://spo.az.gov>

Sent via e-mail to: [scott@jefuller.com](mailto:scott@jefuller.com)  
2018

June 27,

Re: Award of Contract for Solicitation No.ADSP018-00007994 for Professional Services for Arizona State Land Department

Dear W. Scott,

Thank you for submitting a response to the Request for Proposal Solicitation No. ADSP018-00007994 for Professional Services for Arizona State Land Department. I am pleased to inform you that your company's offer has been selected for award for the following work streams.

	<u>Awarded</u>
Planning	
Engineering	X
Archaeology	
Environmental Site Assessment	
GIS	
Hydrology	
Land Surveying	

The initial contract term shall begin on **August 1, 2018**

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, will be shortly available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Terms and Conditions, Section 6.2 of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office if you have not already done so. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. **Please submit your certificate of insurance to me no later than July 25, 2018**

You are cautioned not to begin any work under this new contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please contact me at [rocky.advani@azdoa.gov](mailto:rocky.advani@azdoa.gov) or 602.542.0100. Thank you for your response and for your continued interest in doing business with the State of Arizona.


Sincerely,

Rocky Advani  
State Procurement Manager

## Part 2: Scope, Pricing and Terms and Conditions

### Table of Contents

SECTION 2-A: Scope of Work .....	2
Planning.....	3
Engineering.....	7
Archaeology.....	11
Environmental Site Assessment.....	15
GIS.....	19
Hydrology.....	21
Land Surveying.....	25
SECTION 2-B: Pricing Document .....	26
SECTION 2-C: Special Terms and Conditions.....	28
SECTION 2-D: Uniform Terms and Conditions .....	53

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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## SECTION 2-A: Scope of Work

### 1. STATEMENT OF NEED

The State of Arizona (hereinafter referred to as the State), is seeking to establish a comprehensive statewide term contract for Professional Services for the Arizona State Land Department; Any contract resulting from this Request for Proposal shall become a statewide contract for use by all State agencies, counties, municipalities, school districts, and other political subdivisions, herein after referred to as Using Entity.


To ensure statewide coverage, it is the State's intent to award multiple contracts to establish a pool of Vendors. The selection of Vendors from the pool to provide these services for an assignment will be determined by the Using Entity.

The Using Entity makes no guarantee as to the amount of work that will be available to any given Vendor during the term of this contract.

Vendors are requested to bid on any of the workstreams/modules they have capability in performing

### **WORKSTREAMS**

1. PLANNING
2. ENGINEERING
3. ARCHAEOLOGY
4. ENVIRONMENTAL SITE ASSESSMENT
5. GIS
6. HYDROLOGY
7. LAND SURVEYING

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## **1.0 PLANNING**

### **1. INTRODUCTION & BACKGROUND:**


- 1.1 The purpose of this solicitation is develop a list of qualified firms and/or individuals that are able to provide a range of services related to planning and zoning. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

### **2. GENERAL REQUIREMENTS:**

- 2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with planning and zoning studies, and actions.
- 2.2 The Contractor shall be able to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.  
In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
- 2.2.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.


### **3. SPECIFIC REQUIREMENTS:**

- 3.1 Any GIS work performed under this contract shall conform to the Agencies most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, contractors will obtain the most current standards from the State Agency prior to beginning work on a project that requires GIS.
- 3.2 The performance of Planning and Zoning Studies and actions shall include, but are not limited to, the following subtasks:
  - 3.2.1 Draw Conceptual Plans Utilizing Agency GIS Standards as outlined above
  - 3.2.2 Draw Development Lotting Plans
  - 3.2.3 Draw Specific Site Lotting Plans
  - 3.2.4 Prepare and Process Planning and Zoning Applications
  - 3.2.5 Prepare and Process General/ Comprehensive Plan Amendments
  - 3.2.6 Conduct Special Planning Studies as determined by the State Land Commissioner
- 3.3 Make Presentations to Urban Land Planning Oversight Committee, State Agency Staff, City Staff and/or Appropriate Jurisdictions, and stakeholders
- 3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies
- 3.5 Attend Pre-Application Conferences and Public Hearings  
Conduct and/or attend Stakeholder Meetings
- 3.6 Within fifteen (15) days after the award contract, submit written notification to the State Agency identifying the name, title, address, e-mail address, telephone and facsimile numbers of the individual, within its organization, who is designated as the Contractor's authorized representative.
  - 3.6.1 The individual named will receive all correspondence, official notices, information related to the Contractor's performance, or that of its designated Subcontractor, and all other pertinent information as it relates to this contract.

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- 3.6.2 The Contractor shall have the right to change or substitute the name of the authorized representative as long as it provides written notification to the state Agency, by e-mail or facsimile, a minimum of five (5) calendar days in advance of the change or substitution.
- 3.6 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.
- 3.6.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.
- 3.7 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.
- 3.8 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.
- 3.8.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.
- 3.9 The Contractor shall submit written progress on a timeline determined by the State Agency project manager, and final reports, signed by the Contractor or the Contractor's designated representative, as required by the State Agency. In some instances, however, the Contractor may be directed to provide an oral progress report.
- 3.9.1 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:
- 3.9.1.1 project title and period covered from start to finish
- 3.9.1.2 a description of the work performed (identifying subtasks performed)
- 3.9.1.3 outcomes/findings or accomplishments to date and percent of project completed
- 3.9.1.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
- 3.9.1.5 conformance to the approved project schedule
- 3.9.1.6 expenditure to date
- 3.9.1.7 subtasks for the next period
- 3.9.1.8 other recommendations and/or relevant comments
- 3.9.2 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10<sup>th</sup>) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.
- 3.10 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.
- 3.10.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the



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provision of testimony, preparation work, and/or deposition related to the court of Board appearance.

- 3.11 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a format compatible with the State Agency Software, and an original and ten (2) copies of each report prepared under this contract by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

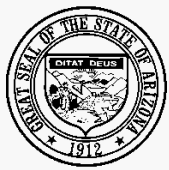
- 3.11.1 Conceptual Plan Report content shall include, but is not limited to, the following:
  - 3.11.1.1 Title page that states: 1) location of the property; 2) name of the contractor; and, 3) date of the report.
  - 3.11.1.2 Table of Contents/List of Figures, Charts and Tables
  - 3.11.1.3 Introduction
  - 3.11.1.4 Explanation of Data Gathering and Mapping Procedures
  - 3.11.1.5 Site Suitability/Needs Analysis
  - Land Use Alternatives number to be determined prior to work and agreed to by the project manager.
  - 3.11.1.6 Explanation of Rationale for The Land Use Alternatives and Associated Maps
  - 3.11.1.7 Explanation of Rationale for Preferred Land Use Alternatives and Associated Map
  - 3.11.1.8 Appendix Containing Data Layer Maps, Socioeconomic Data and Other Maps/Information Deemed Necessary by the Land Department
- 3.12.1 Development Plan Report content shall include, but is not limited to, the following:
  - 3.12.1.1 Title Page that states: 1) location of property or project name; 2) development plan statement from ARS 37-334; and, 3) State Land Commissioner signature line and approval date line.
  - 3.12.1.2 Letter of Transmittal
  - 3.12.1.3 Secondary Title Page stating name of the Contractor
  - 3.12.1.4 Table of Contents/List of Figures, Charts, and Tables
  - 3.12.1.5 Introduction
  - 3.12.1.6 Site and Area Analysis Summary
  - 3.12.1.7 Market Analysis/Marketability Studies Summaries (if required by the project scope of work)
  - 3.12.1.8 Explanation of Rationale of Alternative Plans and Associated Maps
  - 3.12.1.9 Proposed Development Plan and Rationale for Preferred Alternative
  - 3.12.1.10 Summary
  - 3.12.1.11 Zoning Stipulations and Associated Maps
  - 3.12.1.12 Local Zoning Ordinance Information
  - 3.12.1.13 Phasing Plan
  - 3.12.1.14 Plat per most current State Agency specifications
  - 3.12.1.15 Appendix
- 3.13.1 Specific site/lotting plans will vary depending on project location, size and local jurisdiction requirements.
- 3.14.1 General Plan Amendments and Zoning/Rezoning Applications are dependent upon local jurisdiction requirements.
- 3.15.1 Special studies as determined by the State Land Commissioner.

#### 4. STATE AGENCY RESPONSIBILITIES:

- 4.1 Define the level of service(s) to be provided then, where necessary, request a scope of work from the Consultant and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

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- 4.2 Review and approve, with or without noted changes, detailed written project information provided by the contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.
  - 4.2.1 Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
  - 4.2.2 Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
  - 4.2.3 Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).
    - 4.2.3.1 If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
- 4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
- 4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the contractor for a specific project (tasks and subtasks).
  - 4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact the contractor.

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## **2.0 ENGINEERING**

### **1. INTRODUCTION & BACKGROUND:**

- 1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that are able to provide a range of services related to engineering consulting services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

### **2. GENERAL REQUIREMENTS:**


- 2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with engineering review and design.
- 2.2 The Contractor shall have the ability to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.
- 2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
  - 2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

### **3. SPECIFIC REQUIREMENTS:**

- 3.1 Any Geographic Information System (GIS) work performed under this contract shall conform to the State Agency's most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, Contractors shall obtain the most current standards from the State Agency prior to beginning work on a project that requires GIS.
- 3.2 The performance of Engineering Studies and actions shall include, but are not limited to, the following
- 3.3 The ideal candidate firm will have the internal capacity to carry out the engineering-related tasks listed below, and to conduct 3<sup>rd</sup>-party reviews of the work products listed below and prepared by others. In cases involving specialized knowledge such as Clean Water Act Section 404 permitting, candidate firms may propose to utilize sub consultants with that specialization. This list is subject to revision.


#### **1. Drainage**

- a. Hydrology & Hydraulics-Develop Existing Conditions drainage exhibit identifying all FEMA floodplains, off-site flows and their conveyance through project site. Aerial and drainage studies and master plans will be reviewed in the project vicinity. Ability to prepare master drainage study, plan based on hydrologic and hydraulic analysis. Analysis conducted utilizing latest software such as HEC HMS, HEC RAS, FLO 2D.
2. Floodplains: ability to map existing floodplains and ability to delineate new floodplains and prepare CLOMR/LOMR submittals for regulatory agency review and approval.
3. Transportation Infrastructure
  - a. Prepare a master street plan based on existing roadway network in the vicinity. Also, the ability to design a system of arterial streets to support proposed conceptual site plan.
  - b. Prepare preliminary traffic demands and/or Traffic Impact Study (TIS) that support proposed conceptual site plan.

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4. Water and Wastewater Infrastructure
  - a. Prepare a master water and wastewater plan based on existing lines. Evaluate capacity of existing service lines and treatment plants. Evaluate potential water supply sources and water and wastewater providers. Ability to design water and wastewater distribution system utilizing latest engineering software.
5. Dry Utility Infrastructure
  - a. Prepare a master dry utility plan based on existing lines. Evaluate capacity of existing dry utilities and service infrastructure. Evaluate potential dry utility providers. Ability to design dry utility distribution system utilizing latest engineering software.
6. Plans and Mapping: Prepare and deliver site plans, improvement plans and other mapping products to ASLD in hard copy and electronic files in editable industry-standard CAD and/or GIS software, including:
  - a. Topography and contours
  - b. Aerial imagery
7. Site Planning and Development
  - a. Ability to identify existing conditions, opportunities and constraints to site planning and development
  - b. Design and development of conceptual grading, drainage and lotting plans
  - c. Design and development of conceptual road and utility infrastructure
  - d. Utilize the plans listed above to estimate Development Impact Fees and available Fee Credits
  - e. Preparation of Development Cost Estimates
  - f. Conduct Geotechnical investigations and prepare reports of findings
  - g. Conduct Biological resource investigations and prepare reports of findings
  - h. Disposition phasing
8. Survey
  - a. Legal Descriptions (text and depictions)
  - b. Title Reports
  - c. ALTA Survey
9. Clean Water Act Section 404 Permitting
  - a. Preliminary and Approved Jurisdictional Determinations
  - b. Significant Nexus Analysis
  - c. Compensatory Mitigation Analysis
  - d. Mitigation measures and monitoring

- 3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies
- 3.5 Attend Pre-Application Conferences and Public Hearings
- 3.6 Conduct and/or attend Stakeholder Meetings
- 3.7 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.
  - 3.7.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.
- 3.8 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.
- 3.9 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.

- 3.9.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.
- 3.10 The Contractor shall submit monthly written progress, and final reports, signed by the Contractor or the Contractor's designated representative, or on a timeline determined by the State Agency project manager. In some instances, however, the Contractor may be directed to provide an oral progress report.
- 3.11 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:
  - 3.11.1 project title and period covered from start to finish
  - 3.11.2 a description of the work performed (identifying subtasks performed)
  - 3.11.3 outcomes/findings or accomplishments to date and percent of project completed
  - 3.11.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
  - 3.11.5 conformance to the approved project schedule
  - 3.11.6 expenditure to date
  - 3.11.7 subtasks for the next period
  - 3.11.8 other recommendations and/or relevant comments
- 3.12 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10<sup>th</sup>) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.
- 3.13 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.
  - 3.13.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the provision of testimony, preparation work, and/or deposition related to the court of Board appearance.
- 3.14 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor shall submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.
- 4. STATE AGENCY RESPONSIBILITIES:
  - 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
  - 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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approval for reimbursable travel related costs, and project costs prior to the commencement of services.

- 4.2.1 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
- 4.2.2 Work closely with the Contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
- 4.2.3 Clearly indicate to the Contractor which sub-tasks are required for the successful completion of the assigned task(s).
- 4.2.4 If any sub-task listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
- 4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
- 4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the Contractor for a specific project (tasks and subtasks).
  - 4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact the Contractor.

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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### **3.0 ARCHAEOLOGY**

#### **1. INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

#### **2. DEFINITIONS**

##### **a. ACCEPTED STANDARD**

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

##### **b. ARAR**

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

##### **c. A.R.S. TITLE 41-861, HISTORIC PRESERVATION ACT**

Applicable Arizona Administrative Code (AAC) rules. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.

##### **d. BEST MANAGEMENT PRACTICES**

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

##### **e. CONSULTANT**

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

##### **f. CONTRACT OFFICER REPRESENTATIVE**

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

##### **g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)**

Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order


##### **h. ENVIRONMENTAL IMPACT AREAS**

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

##### **i. ENVIRONMENTAL SITE ASSESSMENT (ESA)**

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

##### **j. FEASIBILITY STUDY**

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

k. **KEY PERSONNEL**

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

l. **REMEDIAL ACTION (RA)**

The actual construction or implementation phase of a site cleanup that follows remedial design

m. **REMEDIAL DESIGN (RD)**

A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

n. **REMEDIAL INVESTIGATION (RI)**

An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

o. **REMEDIATION**

Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

### 3.0 **SCOPE REQUIREMENTS**

#### 3.1 **SCOPE SUMMARY**

Firm must have and maintain a valid Arizona State Museum (ASM) Arizona Antiquities Act (AAA) Blanket Permit to conduct cultural resources survey throughout the term of the contract. Projects may be located throughout Arizona. Projects must be overseen by an ASM-permitted Principal Investigator. Any fieldwork shall be supervised by an ASM-permitted Project Director. Services required may include Class I records searches/literature reviews, Class III pedestrian survey, archaeological site eligibility testing, and data recovery. Reporting of results shall conform to ASM, State Historic Preservation Office (SHPO), and ASLD guidelines. Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made. An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made. A draft report shall be submitted to the ASLD Cultural Resources Manager for review and comment. Final reports and consultation letters, prepared on ASLD letterhead, shall be submitted to the SHPO and applicable Indian tribes for consultation under the State Historic Preservation Act. Upon project completion, project shall be sent to the ASM for close-out per ASM guidelines.

#### 3.2 **DELIVERY/SERVICE AREA**


This will be a Statewide contract

#### 3.3 **DETAILED SCOPE REQUIREMENTS**

##### 3.3.1 **Prior to Conducting Fieldwork:**

- The consultant will ensure that all required permits are in effect and all required notifications are made.



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- The consultant will request a map that defines the Area of Potential Effects (APE)/ project area for the undertaking from the Pima County Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division (OSC). OSC/ASLD will define the APE for the undertaking.

**3.3.2 Need:**

- A non-collection Class III surface inventory survey of the project area.
- Documentation of any cultural resources in the project area and recommendations regarding eligibility of each cultural resource to the Arizona and National Register of Historic Places (ARHP/NRHP/Registers).

**3.3.3 Scope:**

- An archaeological Class III inventory survey of the project area shall be conducted.
- All fieldwork and recording shall be conducted subject to the provisions of the consultant's current permits and shall be to ASLD, Arizona State Museum (ASM), and State Historic Preservation Office (SHPO) current standards.
- The cultural resources report shall conform to current ASLD, ASM and SHPO reporting standards, and shall be adequate for consultation under state law between ASLD and SHPO.
- Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made.
- An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made (if specific undertaking is known).
- The consultant is required to research ASLD-specific requirements for Class III surveys.


**3.3.4 Deliverables:**

- A draft (complete version) report (1 PDF copy), and a draft (redacted version- redacted of all information pertaining to the location of archaeological properties) report (1 PDF copy), both of which provide the results of the fieldwork and research, shall be submitted to OSC for review.
- A draft final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on comments on the draft, for submittal and review by ASLD.
- A final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on ASLD/SHPO comments on the draft final (complete version) report, if needed.
- A final (redacted version) report (X bound paper copies) shall be submitted to OSC following acceptance of the final (complete version) report by ASLD/SHPO). The title page of this document must state "REDACTED VERSION".
- A CD/DVD containing the following: 1 PDF copy of the final (complete version) report, 1 PDF copy of the final (redacted version) report, all associated project shapefiles (e.g. area surveyed, APE, archaeological sites, isolated occurrences, etc.).
- All deliverables shall contain the following confidentiality statement on the title page of all applicable documents, as well as on all maps which depict the locations of archaeological properties regardless of type or eligibility to the Registers:

STATEMENT OF CONFIDENTIALITY: Disclosure of the locations of historic properties to the public may be in violation of both federal and state laws. Applicable United States laws include, but may not be limited to, Section 304 of the National Historic Preservation Act (16 U.S.C. 470w-3) and the Archaeological Resources Protection Act (16 U.S.C. §470hh). In Arizona, applicable state laws include, but may not be limited to, Arizona Revised Statute Title 39, Section 125.

**3.4 STATE AGENCY RESPONSIBILITIES:**


- 3.4.1** Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project,

	<p align="center"><b>Request for Proposals</b></p> <p align="center"><b>Solicitation No: ADSO18-00007994</b></p> <p align="center"><b>Description</b></p> <p align="center"><b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15th Ave., Suite 402 Phoenix, AZ 85007</p>
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- reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
- 3.4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

- 3.5 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the StateAgency

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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## **4.0 ENVIRONMENTAL SITE ASSESSMENT**

### **1. INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

### **2. DEFINITIONS**

#### **a. ACCEPTED STANDARD**

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

#### **b. ARAR**

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

#### **c. A.R.S. TITLE 49, THE ENVIRONMENT & A.R.S. TITLE 45, WATERS**

Applicable Arizona Administrative Code (AAC) rules, and the U.S. Environmental Protection Agency, Terms of Environment, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.

#### **d. BEST MANAGEMENT PRACTICES**

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

#### **e. CONSULTANT**

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

#### **f. CONTRACT OFFICER REPRESENTATIVE**

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

#### **g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)**


Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order

#### **h. ENVIRONMENTAL IMPACT AREAS**

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

#### **i. ENVIRONMENTAL SITE ASSESSMENT (ESA)**

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

**j. FEASIBILITY STUDY**

Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

**k. KEY PERSONNEL**

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

**l. REMEDIAL ACTION (RA)**

The actual construction or implementation phase of a site cleanup that follows remedial design

**m. REMEDIAL DESIGN (RD)**

A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

**n. REMEDIAL INVESTIGATION (RI)**

An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

**o. REMEDIATION**

Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

**3.0 SCOPE REQUIREMENTS**

**3.1 SCOPE SUMMARY**

Contract services include performance of site management and site assessment. Services may include Phase I and II Environmental Site Assessments (ESAs) in accordance with current American Society of Testing Materials (ASTM) standards and

U. S. Environmental Protection Agency (EPA) standards and/or guidelines. Some of the applicable ASTM standards are: E1527-13, E2247-08 and E1903-11. The objective is to provide Using Agencies assistance as specified in any Task Orders issued under this contract, in the identification and recommendations of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by various pollutants.


**3.2 DELIVERY/SERVICE AREA**

This is a Statewide Contract


**3.3 DETAILED SCOPE REQUIREMENTS**

**3.3.1 Work Plan Preparation – may include the following documents:**

1. Quality Assurance Project Plans (QAPP) or Sampling and Analysis Plans (SAP): This includes preparation of a QAPP or a SAP. A QAPP or a SAP is site specific and should be prepared in accordance with the Task Order, if applicable. The QAPP or a SAP may also include development of data quality objectives

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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2. Health and Safety Plan (HASP). Field Sampling Plan (FSP) and Work plan: Prepare a site specific HASP and FSP. Both documents may be included as part of the Work plan
- 3.3.2 Work Plan – may include the following items:
  1. Locations of samples collected by all Contractors or Using Agency, which did investigations at the site
  2. A map or maps using all available data may include the following:
    - Concentrations of contaminants in soil;
    - Groundwater contaminant map with flow directions; and
    - Contour groundwater quality data if necessary;
  3. Soil sample summary table (showing laboratory analyses and sample depth);
  4. Groundwater data summary table (showing groundwater elevation and laboratory analyses);
  5. A historical evaluation of the property describing past site uses, if possible. The purpose of this task is to help gain a better understanding of the site to assist the Contractor in choosing sampling methods and locations.
  6. Remediation system design, installation, operation and maintenance
  7. Schedule of proposed work with times shown by units and not actual date.
- 3.3.3 Access: The Using Agency will be responsible for negotiating property access with the property owners. However, the Contractor may be requested to assist the Using Agency by providing back-up documentation, such as warranty deeds and any other information, which may be considered vital to obtaining access. The Contractor may be responsible for preparation of any required permits
- 3.3.4 Phase I Environmental Site Assessments: This activity includes conducting a Phase I ESA in accordance with ASTM current standards E 1527-13 and E2247-08, as applicable or as stated in the Task Order. Phase I ESA are intended to determine the existence of recognized environmental conditions hazards, identify environmental liabilities and/or provide a preliminary screening to facilitate the assignment of site priorities. The major activities include visual inspection of the site and surrounding areas, document reviews, database reviews, aerial photographic interpretation, Geological background study and/or recommendations and conclusions
- 3.3.5 Phase II Environmental Site Assessments: This activity includes conducting a Phase II ESA in accordance with ASTM standards, as applicable or as stated in the Task Order. A Phase II ESA is a site investigation/characterization that may to determine the nature and extent of contamination in any and all affected environmental media at the site. The major activities include characterization and description of soils, groundwater, surface water, air or other affected environmental media with respect to location, nature, extent of migration of contamination sources and their proximity to potentially impacted receptors; characterization of the hydro-geologic setting to determine most likely contaminant migration pathways and physical features that could affect potential remedial actions; and the gathering of data and information to the extent necessary and sufficient to help quantify risk to public health and all aspects of the environment
- 3.3.6 Contractor Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Contractor shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.
- 3.3.7 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly required for the completion of the Task Order, and are approved by the Using Agency's

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.

Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost

Subcontracted Services are defined as follows: e.g. well drillers, laboratory services, IDW containerization and transportation, utility locators, archaeologists, consultant services (i.e. community involvement, groundwater modeling risk assessors, etc.), and similar trade professions with the Using Agency's advance approval.


- 3.3.8 Project Documents: The Contractor shall devise, implement and maintain at the Contractor's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.
- 3.3.9 Access Agreements and/or Consent Decrees: The Contractor shall comply with all requirements established in Access Agreements and/or Consent Decrees entered into between the Using Agency and current/former property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Contractor. Additionally, the Contractor's Commercial General Liability Insurance shall be in conformance with the basic Contract provisions (Name of Landowner as provided by the Using Agency's Project Manager) and shall be named as additional insured, as their interests may appear for coverage on an occurrence basis for completed operations liability with an unlimited extended reporting period provision. The insurance certificate provided shall include the Using Agency's Project Manager Name and Task Order number for identification.

#### 4. STATE AGENCY RESPONSIBILITIES:

- 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
- 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

#### 5. Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

- 5.1 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## **5.0 GIS**

### **Introduction and Background**

Solicit qualified organizations or individuals that can provide a range of services related to Geographic Information Systems (GIS).

### **General Requirements**

1. Selected contractor shall have the capacity, experience and expertise necessary to provide services with regard to GIS data, analysis and development.
2. In the performance of the services specified in this solicitation, the Contractor shall understand and agree that a contract exists between the Contractor and the Arizona State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
  - 2.1. The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representative of the State Agency access to its records, reports, data, code and other information related to the activities performed under the terms of this contract.


### **Specific Requirements**

1. Digitization of data originating in many formats Legal, Paper Maps
2. Analysis of data, be able to analyze and manipulate data in a wide variety of ways to show, patterns, trends and other relationships.
3. Data Management: Understanding on how to manage data with a spatial component.
  - 3.1. Clear understanding of a projections, datums, and transformations enabling them to be able to move data freely and accurately between them.
  - 3.2. Conversion of data between a wide variety of formats (KMZ, Shapefile, Geodatabase, RDBMS, CSV, JSON etc.)
4. Understand coordinate systems, datums, projections and transformations.
5. Geoprocessing
  - 5.1. Should have an extensive understanding of various geoprocessing tasks (Cutting, buffering, masking, nearest neighbor analysis, etc.)
  - 5.2. Should be able to use multiple geoprocessing tools to create repeatable workflows/analysis that can be verified by the offeror.
6. Image processing (wide variety of formats from legacy milars to TIFF's)
7. Production of high quality, large size, paper map products.
8. Development
  - 8.1. Customization of enterprise software through developed plugins.
  - 8.2. Ground up development of GIS solutions for both desktop and mobile environments.
  - 8.3. Proof of concept and documentation for custom solutions.
9. Server SQL support
10. Training of users

These requirements are laid out to give a general of idea of the kind of GIS work that can take place under this RFP. Detailed requirements, including specific products, data or analysis, are to be laid out in a scope of work.

### **Technical Definitions**

1. GIS – Geographic Information Systems – Is a system designed to capture, store, manipulate, analysis or present spatially aware data.
2. Georeferencing - Aligning geographic data, often imagery or scanned maps, to a known coordinate system so that it can be viewed, queried, analyzed with other GIS data.


	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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3. Geoprocessing - An operation to process and manipulate geographic data, often for analysis or conversion.
4. GIS Modeling: Geoprocessing tools can be chained together to create repeatable workflows to process and analyze data.

#### **State Agency Responsibilities**

1. Define services and products to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details. Then, reach an agreement with the contractor regarding all aspects of the services and products to be provided, including a time line for the project with dates and deliverables.
2. Review and approve, with or without noted changes, a detailed written project plan provided by the contractor to insure a clear understanding of all aspects of the project. This will include, but is not limited to, areas such as: key personnel assigned, time frames, deliverables, agency commitments, training plans, and expected costs.
  - 2.1. Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
  - 2.2. Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
  - 2.3. Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).
  - 2.4. If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
3. Establish a project plan and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
4. Assign individuals to provide project oversight and contract administration for all services provided by the Contractor for a specific project (tasks and subtasks).
5. These individuals shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or actions that impact the contractor.



	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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## **6.0 HYDROLOGY**

### **1.0 INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for well and groundwater management and evaluation services. This contract shall be utilized by other state agencies as needed.

### **2.0 DEFINITIONS**

- 2.1 ADWR  
Arizona Department of Water Resources. The Department administers and enforces Arizona's groundwater code and surface water rights laws (except those related to water quality).
- 2.2 A.R.S. TITLE 45, WATERS  
Applicable Arizona Administrative Code (AAC) rules, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.
- 2.2 CONSULTANT  
Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
- 2.3 CONTRACT OFFICER REPRESENTATIVE  
Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance
- 2.4 GROUNDWATER MODELS  
Groundwater models are computer models of groundwater flow systems, and are used by hydrogeologists. Groundwater models are used to simulate and predict aquifer conditions.
- 2.5 KEY PERSONNEL  
Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning
- 2.6 MODFLOW  
MODFLOW is a modular finite-difference computerized flow model, developed by the U.S. Geological Survey. The program is used to simulate the flow of groundwater through an aquifer.
- 2.7 WELL IMPACT ANALYSIS  
A well Impact Analysis is conducted pursuant to A.A.C. R12-15-1302-1307 and is required for new Non-Exempt wells (excluding replacement wells), proposed for installation in Active Management Areas (AMA's) in the state, demonstrating that the proposed well(s) will not cause undue hardship on surrounding land or other water users, and must be submitted prior to ADWR approval of the Notice of Intent (NOI) to Drill application.
- 2.8 WELL ABANDONMENT

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Well abandonment is conducted pursuant to A.A.C R12-15-816, in conformance with the requirements of ADWR's "Well Abandonment Handbook" (September 2008). Prior to undertaking abandonment ADWR Form 55-38 "Notice of Intent to Abandon a Well" shall be submitted for ADWR review and approval. Following completion of abandonment activities ADWR Form 55-58 "Well Abandonment Completion Report" shall be filed with ADWR.

### 3. SCOPE REQUIREMENTS

#### a. SCOPE SUMMARY

Well and groundwater management and evaluation related activities. Services may include water level measurements, groundwater sampling, video logging, well abandonment, impact analysis, aquifer testing, groundwater modelling, and valuation of water and water rights consulting.

#### b. DELIVERY/SERVICE AREA

This will be a Statewide contract

#### c. DETAILED SCOPE REQUIREMENTS

3.3.1 Conduct Well Evaluations; which may include, any, or all, of the following activities:


- Water level measurements - in wells which in some cases may be equipped with pumps, or alternatively be capped and in some situations, may require the use of a cutting torch to access the well.
- Water Sampling – in wells which may be equipped with operational pumps, or in wells where the pump is not operational and must be removed, prior to the installation of a sampling pump, or
- Well Video logging – which may require removal of a well cap, or in situations where the well is equipped, the pump must be removed prior to conducting video logging.

3.3.2 Conduct Well Abandonment; which may involve some, or all, of the following tasks in accordance with obtaining an ADWR approved "Notice of Intent to Abandon a Well" and issuance of a "Well Abandonment Card"

- In the event the well is equipped with a pump, it shall be removed from the well prior to abandonment.
- The Consultant shall collect all information necessary to develop the appropriate abandonment methodology and submit a "Notice of Intent to Abandon a Well" ADWR (Form 55-38) to ADWR for review and approval.
- Upon approval of the Notice of Intent and issuance of a Well Abandonment Card, the Consultant shall abandon the subject well in accordance with the approved methodology.
- Following completion of abandonment activities, the Consultant shall submit a "Well Abandonment Completion Report" to ADWR.

3.3.3 Conduct Well Impact Analysis; comprised of preparing a hydrological study including any, or all the following:

- 3.3.3.1 • Prepare an inventory of existing wells and well information in the vicinity of the proposed new well(s).
- 3.3.3.2 • Evaluate the geologic and hydrogeologic conditions to determine the relevant aquifer parameters and recharge/discharge boundaries.
- 3.3.3.3 • Using a methodology acceptable to ADWR estimate the drawdown associated with the proposed well(s) and delineate the area surrounding the proposed well(s) where the impact would exceed 10-feet of additional drawdown after the first 5-years of operation of the proposed well(s).

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 3.3.3.4 • In the event the proposed well(s) are located in an area of known land subsidence, a geophysical evaluation of the impact of the proposed well(s) on future land subsidence may also be required.
- 3.3.3.5 • The “hydrologic study” shall then be submitted to ADWR for review and approval.

3.34 Conduct Aquifer Testing: Aquifer testing is conducted to determine the aquifer parameters in a groundwater basin or portion of a basin or sub-basin. This testing may consist of the following:

- Based on the specific project requirements, the Consultant may be provided information on the well(s) to be utilized in the aquifer test, or alternatively, may be tasked with conducting a preliminary groundwater evaluation to identify the recommended well(s) to be incorporated into the aquifer test program.
- The Consultant shall be responsible for providing and installing/removing all equipment for instrumentation of pumping and observation wells. This equipment may include, transducers, data loggers, and water level sounders.
- The Consultant shall provide or subcontract the test pump(s) and associated equipment needed to conduct the aquifer test. All Sub-Contractors shall be approved by ASLD.
- The Consultant shall provide all personnel necessary to conduct the aquifer test. The length of the test shall be determined by ASLD, and may be from 24-hours to two-weeks, and may involve multiple pumping and observation wells, depending upon the specific test configuration and objectives. The number of wells involved in the test will be determined prior to the test, however, the test length may be open-ended and based on an hourly rate.
- At the completion of the test the Consultant/Subcontractor shall remove all pumping and measurement equipment from the wells, and restore the wells to their original condition.
- Following the test, the Consultant shall download/compile all test data, and evaluate using accepted computerized aquifer test analytical software (e.g. AQTESOLV, AquiferWin32, etc.).
- The consultant shall then prepare a summary report, describing the aquifer test program and results


3.35 Develop/Update Groundwater Models. The model shall consist of a numeric model (i.e. MODFLOW), and may be required to be developed, in areas where no model currently exists, or updated in the event a model already exists. Under some circumstances, the model and accompanying report may be submitted to ADWR for review.

3.36 Prepare analysis regarding the value of water on State Trust land, and surface and groundwater rights held by the Land Department. The Consultant shall have the capability to ascertain the current and estimated future value of any, but not limited to the following:

- The value groundwater pumped from State Trust land in various areas of the state.
- Assist in assembling a marketable portfolio and determining the value for the lease/sale of water rights currently held by ASLD, including IGFR’s, Type 1 and Type 2 water rights and long term storage credits.
- Provide current and estimated future valuations for groundwater from State Trust land eligible for inter-basin transport under A.R.S. Title 45 Article 8.1 (551-559).

3.37 Consultant Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Consultant shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.

3.38 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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required for the completion of the Task Order, and are approved by the Using Agency's Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.


Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost.

Subcontracted Services are defined as follows: e.g. well drillers, pump, well logging and well abandonment contractor's, laboratory services, utility locators, archaeologists, and similar trade professions with the Using Agency's advance approval.

- 3.39 Project Documents: The Consultant shall devise, implement and maintain at the Consultant's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.
- 3.40 Access Agreements: The Consultant shall comply with all requirements established in Access Agreements entered into between the Using Agency and lessees and adjacent property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Consultant.

#### 4 STATE AGENCY RESPONSIBILITIES:

- 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Consultant to discuss the specific details of the project, reach an agreement with the Consultant regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
  - 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Consultant to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior
  - 4.3 approval for reimbursable travel related costs, and project costs prior to the commencement of services.
4. Review and approve credentials of proposed key personnel provided by the Consultant or Subcontractor, as well as the credentials of temporary or permanent replacements
- i. Unless otherwise directed by the State Agency, the Consultant shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Consultant may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## **7.0 LAND SURVEYING**

1. INTRODUCTION & BACKGROUND:
  - 1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that can provide ALTA Land Surveying Services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.
2. GENERAL REQUIREMENTS:
  - 2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide ALTA Surveying Services on Arizona State Trust properties.
  - 2.2 The Contractor shall have the ability to successfully complete the assigned project. To that end, the Contractor will be required to utilize the services of a professional title company to obtain a most recent title commitment for a subject property.
  - 2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
    - 2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.
3. SPECIFIC REQUIREMENTS:
  - 3.1 Work performed under this contract shall conform to the MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2016), however, Contractors shall obtain the most current standards in affect.
  - 3.2 The ALTA survey will be prepared in accordance with a current title report and Schedule "B" documents and Items 1, 3, 4, 8, and 11 of the "Optional Survey Responsibilities and Specifications" from Table A of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as adopted in 2016. Additional Items may be added by the State Agency.
  - 3.3 The 2016 standard certification required on ALTA/NSPS Land Title Surveys shall be used for the survey and the certification shall be addressed to Arizona State Land Department and the title company utilized by the Contractor.
4. STATE AGENCY RESPONSIBILITIES:
  - 4.1 Reach an agreement with the Contractor regarding all aspects of the ALTA service(s) to be provided, including those items listed on Table A of the Optimal Survey Responsibilities and Specifications the State Agency wish to include and time line for the project and dates for deliverables.
  - 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

### **EXHIBITS TO THE SCOPE DOCUMENT**

**No Exhibits apply to the Scope of Work.**

**End of Section 2-A**

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## SECTION 2-B: Pricing Document

### 1.0 Compensation

- 1.1 FIXED-PRICE. Through the bidding process, a fixed price is determined. This fixed price encompasses all of the contractors costs for the scope of work and represents the total compensation to the contractor
- 1.2 CONTRACTED LABOR RATES.

### 2.0 Reserved

- 2.1 COST-REIMBURSEMENT.  
Reserved

### 3.0 Pricing

- 3.1 FIXED-PRICE. Through the bidding process, a fixed price is determined. This fixed price encompasses all the contractor's costs for the scope of work and represents the total compensation to the contractor
- 3.2 UPCHARGES. When required this will be handled on a case by case basis


### 4.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

### 5.0 Invoicing

- 5.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.
- 5.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●

	<b>Request for Proposals</b> <b>Solicitation No: ADSO18-00007994</b> <b>Description</b> <b>Professional Services for Arizona State Land Department</b>	Arizona Department of Administration <b>State Procurement</b> <b>Office</b> 100 N 15th Ave., Suite 402 Phoenix, AZ 85007
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Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Total invoice amount due	●

- 5.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Services that have not been authorized.

## 6.0 Payments

- 6.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Article 4 of the Uniform Terms and Conditions
- 6.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 6.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 6.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 6.5 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:


<https://gao.az.gov/afis/vendor-information>

## 7.0 Exhibits to the Pricing Document

None

Please note that in order for Offeror to be susceptible, there must be a \$1.00 response under Unit Cost on the Items Tab in ProcureAZ

End of Section 2-B

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## SECTION 2-C: Special Terms and Conditions


The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

### 1.0 Definition of Terms


As used in the Contract, the terms listed below are defined as follows:

- |   |   |
|---|---|
| <b>1.1 Acceptance</b>                               | “Acceptance” means the document headed “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services. |
| <b>1.2 Accepted Offer</b>                           | <p>If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.</p> <p>If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.</p> <p>If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.</p>   |
| <b>1.3 Arizona Procurement Code; A.R.S.; A.A.C.</b> | “Arizona Procurement Code, “A.R.S.” and “A.A.C.” are each defined in the <u>Instructions to Offerors</u> .  |
| <b>1.4 Arizona TPT</b>                              | <p>“Arizona TPT” means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:</p> <p><a href="https://www.azdor.gov/business/transactionprivilegetax.aspx">https://www.azdor.gov/business/transactionprivilegetax.aspx</a>.</p>   |
| <b>1.5 Attachment</b>                               | <p>“Attachment” means any item that:</p> <p style="padding-left: 40px;">the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);</p> <p style="padding-left: 40px;">was attached to an Offer when submitted; and</p> <p style="padding-left: 40px;">was included in the Accepted Offer.</p>   |
| <b>1.6 Building Work</b>                            | “Building Work” means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the terms “construction” (para. 4), “maintenance services” (para. 26), and “operations services” (para. 28).   |
| <b>1.7 Commercial Document</b>                      | “Commercial Document” means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then “Commercial Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.  |
| <b>1.8 Contract</b>                                 | “Contract” means, collectively, the Acceptance, the Solicitation Documents, the Accepted Offer, all acknowledged Orders, and any Contract Amendments. See paragraph 1.22. The Contract is identified as a “Purchase Order” in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not to be confused with the contractual term “Order” defined in paragraph 1.21.   |



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 1.9 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.10 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.11 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.12 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.13 Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).
- NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.14 Day** "Day" means a calendar day unless otherwise specified in a particular context.
- 1.15 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.16 Gratuity** "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.
- 1.17 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.18 Instructions to Offerors** "Instructions to Offerors" is Section 1-B of Part 1 of the Solicitation Documents.
- 1.19 Materials** "Materials" has the meaning given in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is "... all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space." Materials includes software, except that If software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it is in "Services".
- 1.20 Offer; Initial Offer; Revised Offer; Best and Final Offer (BAFO)** "Offer," "Initial Offer," "Revised Offer," and "Best and Final Offer" ("BAFO") are each defined in the Instructions to Offerors.
- 1.21 Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in ProcureAZ;  
"task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or  
"purchase order" for buying by Co-Op Buyers, if co-op buying applies.


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| <b>1.22 Part, Section; Exhibit</b>               | "Part," "Section," and "Exhibit" are each defined in the <u>Instructions to Offerors</u> .  |
| <b>1.23 Person</b>                               | "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.  |
| <b>1.24 Procurement Officer</b>                  | "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.  |
| <b>1.25 ProcureAZ</b>                            | <p>"ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document <i>Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System</i>.</p> <p>NOTE (1): Technical Bulletin No. 020 is available online at:<br/> <a href="https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations">https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations</a></p> <p>NOTE (2): The URL for ProcureAZ itself is:<br/> <a href="https://procure.az.gov/">https://procure.az.gov/</a></p> |
| <b>1.26 Scope of Work</b>                        | "Scope of Work" means Section 2-A of Part 2 of the Solicitation Documents.  |
| <b>1.27 Services</b>                             | <p>"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.</p>  |
| <b>1.28 Solicitation; Solicitation Documents</b> | "Solicitation" and "Solicitation Documents" are defined in the <u>Instructions to Offerors</u> .  |
| <b>1.29 Special Terms and Conditions</b>         | "Special Terms and Conditions" are Section 3-A of Part 3 of the Solicitation Documents.   |
| <b>1.30 Specification</b>                        | <p>"Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "... any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the <u>Scope of Work</u> and could be bound separately from the other documents forming the Contract.</p>   |
| <b>1.31 State</b>                                | With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.   |
| <b>1.32 State Indemnitees</b>                    | "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.  |

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of Administration  <b>State Procurement Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 1.33 State Fiscal Year** "State Fiscal Year" means the period beginning each July 1 and ending each June 30.
- 1.34 Subcontract** "Subcontract" means any contract, express or implied, between 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 Materials, the performing of any Services, or the carrying out of any other aspect of the Work.
- 1.35 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.36 Uniform Terms and Conditions** The "Uniform Terms and Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and Conditions as being applicable.
- 1.37 Work** "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretation

- 2.1 Arizona Law** The Contract is governed by and is to be interpreted in accordance with the laws of the State of Arizona, including the Arizona Procurement Code, without consideration of conflict of laws principles.
- 2.2 Usage**
- Where the Contract:
  - assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
  - uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) *[Definitions]*. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
  - uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) *[Definitions]*. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
  - uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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6. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
7. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

### **2.3 Contract Order of Precedence**

**2.4.1 COMPLEMENTARY DOCUMENTS.** All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

**2.4.2 CONFLICTS.** In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- (a) Contract Amendments;
- (b) the Solicitation Documents, in the order:
  - (1) Special Terms and Conditions;
  - (2) Exhibits to the Special Terms and Conditions;
  - (3) Uniform Terms and Conditions;
  - (4) Scope of Work;
  - (5) Exhibits to the Scope of Work;
  - (6) Commercial Document;
  - (7) Exhibits to the Commercial Document;
  - (8) Specifications; and
  - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

**2.4.3 ATTACHMENTS AND EXHIBITS.** For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an “Attachment” since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

### **2.4 Independent Contractor**


Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

### **2.5 Severability**

Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.

### **2.6 Complete Integration**

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**2.7 No Waiver of Rights**

Either party's failure to insist on strict performance of any term or condition of the Contract is not and is not to be construed as being, nor will it be deemed to be, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

### 3.0 Contract Administration and Operation

**3.1 Term of Contract**

The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and Conditions do not specify a period, then the initial term is 1 (one) year. State has no obligation to extend or renew the Contract past the initial term.

**3.2 Contract Extensions**

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then the maximum aggregate term is 5 (five) years.

**3.3 Notices and Correspondence**

3.3.1 TO CONTRACTOR. Unless stated otherwise in the Special Terms and Conditions, State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Unless stated otherwise in the Special Terms and Conditions, Contractor shall :

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

**3.4 Signing of Contract Amendments**


Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

2. extension of the term of the Contract within the maximum aggregate term;
3. revision to Procurement Officer appointment or contact information; or
4. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

**3.5 Click-Through Terms and Conditions**

Unless expressly stated otherwise in the Special Terms and Conditions, if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

**3.6 Books and Records**

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State’s demand, the choice of which being at State’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

**3.7 Contractor Licenses**

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and Conditions, for the Work itself.

**3.8 Inspection and Testing**


By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

**3.9 Ownership of Intellectual Property**

3.9.1 RIGHTS IN WORK PRODUCT. Unless otherwise provided for in the Special Terms and Conditions, all intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor’s administrative communications and records relating to the Contract, are considered work product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

“Government Purpose Rights” are:

the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;  
the right to release or disclose that work product to third parties for any State government purpose; and

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

“Government Purpose Rights” do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- 4.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- 4.2. any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- 4.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor’s or its affiliates’ ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Special Terms and Conditions, the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

### **3.10 Subcontracts**


3.10.1 INITIAL LIST. At the time of Contract execution, Contractor’s candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer’s advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer’s written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

### **3.11 Non-Discrimination**

Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**3.12 E-Verify Requirements**

As required by A.R.S. § 41-4401, Contractor and each Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each Subcontractor acknowledge that under A.R.S. § 41-4401, State retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works under the Contract to ensure that Contractor or Subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

**3.13 Offshore Performance of Certain Work Prohibited**

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

**3.14 Orders**

3.14.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued as set forth in the Special Terms and Conditions that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.14.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.14.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.14.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract in the Special Terms and Conditions and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.14.5 NO MINIMUMS OR COMMITMENTS. Unless expressly stated otherwise in the Special Terms and Conditions: (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.14.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.


**3.15 Statewide Contract Provisions**

If the Special Terms and Conditions indicate that the Contract is for statewide use, then the following provisions apply:

5. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>



	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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6. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
7. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is specified in the Special Terms and Conditions. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>


8. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

9. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.
10. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

### 3.16 Multiple-Use Provisions

If the Special Terms and Conditions indicate that the Contract is for statewide use, then Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

11. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Commercial Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.


### **3.17 Other Contractors**

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

### **3.18 Work on State Premises**

3.20.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.20.3 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**3.19 Advertising,  
Publishing and  
Promotion of  
Contract**

Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

## 4.0 Costs and Payments

**4.1 Payments**

**4.1.1 PAYMENT DEADLINE.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Commercial Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Commercial Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

**4.1.2 PAYMENTS ONLY TO CONTRACTOR.** Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

**4.2 Applicable  
Taxes**

**4.3.1 CONTRACTOR TO PAY ALL TAXES.** State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Commercial Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

**4.3.2 TAX INDEMNITY.** Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

**4.3 Availability  
of Funds**

By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

## 5.0 Contract Changes

**5.1 Contract Amendments**

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

**5.2 Assignment and  
Delegation**

**5.2.1 IN WHOLE.** Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State



**Request for Proposals**  
**Solicitation No: ADSO18-00007994**  
**Description**  
**Professional Services for Arizona State Land Department**

Arizona Department of  
Administration  
**State Procurement  
Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

## 6.0 Risk and Liability

### 6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

### 6.2 Contractor Insurance

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 arising from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way, limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

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

#### 1. Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Damage to Rented Premises (Fire Legal Liability)	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



**Request for Proposals**  
**Solicitation No: ADSO18-00007994**  
**Description**  
**Professional Services for Arizona State Land Department**

Arizona Department of  
Administration  
**State Procurement  
Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

**2. Business Automobile Liability**

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

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

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor that is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).


**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 2,000,000
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, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**NOTICE OF CANCELLATION:** Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be electronically submitted via email to [AZStateContractCOI@azdoa.gov](mailto:AZStateContractCOI@azdoa.gov) and [rocky.advani@azdoa.gov](mailto:rocky.advani@azdoa.gov) (State of Arizona, State Procurement Office, 100 N 15th Ave, Suite 402, Phoenix AZ 85007).

**ACCEPTABILITY OF INSURERS:** Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Contract shall be sent directly to **(Rocky Advani, 100 N 15th Ave, Suite 402, Phoenix AZ 85007)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**


**SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum insurance requirements identified above. The State reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**APPROVAL and MODIFICATIONS:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 6.3 Basic Indemnification

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

#### **6.4 Patent and Copyright Indemnification**

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:


1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

#### **6.5 Force Majeure**

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.7 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.6 Third Party  
Antitrust  
Violations**

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

## 7.0 Warranties

**7.1 Conformity to  
Requirements**

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

**7.2 Contractor  
Personnel**

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

**7.3 Intellectual  
Property**

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

**7.4 Compliance  
with Laws**

Contractor warrants that the Materials and Services do and will continue to comply with all applicable federal, state, and local laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the non-compliance.

**7.5 Licenses and Permits**

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

**7.6 Operational  
Continuity**


Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 [*Assignment and Delegation*] that expressly recognizes the event.

**7.7 Performance in Public  
Health Emergency**

Contractor warrants that it will:

12. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and

13. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

#### 7.8 Lobbying

##### 7.11.1 PROHIBITION.

Contractor warrants that:

it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

#### 7.9 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

### 8.0 State's Contractual Remedies

#### 8.1 Right to Assurance

If State in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for State to exercise any other remedy available to it under the Contract or laws.

#### 8.2 Stop Work Order


The State may at any time require Contractor to stop all or any part of the Work by written order. Upon receipt of a stop order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to State associated with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10.

#### 8.3 Non-exclusive Remedies

State's rights and remedies under the Contract are not exclusive.

#### 8.4 Nonconforming Tender

The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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constitutes a breach of contract, in which event State will be entitled to exercise any remedy available to it under the Contract or laws.

#### **8.5 Right of Offset**

State is entitled to offset against any sums due Contractor any expenses or costs State incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, costs, and damages to which it is entitled by the Contract or laws.

### **9.0 Contract Termination**

#### **9.1 Termination for Conflict of Interest**

By A.R.S. § 38-511, State may terminate the Contract within 3 (three) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of State is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Contractor receives State's written notice of the termination unless the notice specifies a later date.

#### **9.2 Gratuities**

State may, by written notice, terminate the Contract, in whole or in part, if State determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of State for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. State, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of 3 (three) times the value of the Gratuity offered by Contractor.

#### **9.3 Suspension or Debarment**


State may, by written notice to Contractor, terminate the Contract immediately if State discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. State has taken Contractor's submittal of the Accepted Offer and will take its performance under the Contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.

#### **9.4 Termination for Convenience**

State may terminate the Contract when in the best interest of State, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the Contract. Upon receipt of State's written termination notice, Contractor shall stop work as directed in the notice, notify all Subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to State. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract will become State's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination, provided that, the cost principles and procedures in A.A.C. R2-7-701 are to be applied.

#### **9.5 Termination for Default**

In addition to the rights reserved to it under the Contract, State may terminate the Contract in whole or in part due to Contractor's failure to: (a) comply with any term or condition of the Contract; (b) obtain and maintain all required insurance policies, bonds, licenses, and permits; or (c) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become State's property, and Contractor shall deliver all of it immediately on demand. State may, following termination of the Contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to State for any excess cost State incurs in procuring such substitutes.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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| <b>9.6 Continued Performance Required</b> | Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any termination, as directed by State in the notice. |
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## 10.0 Contract Claims

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| <b>10.1 Claim Resolution</b>      | Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518. |
| <b>10.2 Mandatory Arbitration</b> | In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.  |


## 11.0 General Provisions for Materials

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| <b>11.1 Applicability</b>                    | Article 11 applies to the extent the Work is or includes Materials.  |
| <b>11.2 Off-Contract Materials</b>           | Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.   |
| <b>11.3 Compensation for Late Deliveries</b> | Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.   |
| <b>11.4 Indicate Shipping Costs on Order</b> | Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).   |
| <b>11.5 Current Products</b>                 | Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.   |
| <b>11.6 Maintain Comprehensive Selection</b> | Contractor shall provide at all times the comprehensive selection of products for which a price is established in the <u>Commercial Document</u> for ordering by Eligible Agencies, and Co-Op Buyers if applicable.  |
| <b>11.7 Additional Products</b>              | State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically |

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

- 11.8 Discontinued Products** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
- 11.9 Forced Substitutions** Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 11.10 Recalls** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
- 11.11 Delivery**
- 11.11.1 **PRICING.** Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under [FAR 52.247-30](#).
- 11.11.2 **LIABILITY.** Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under [FAR 52.247-35](#).
- 11.11.3 **PAYMENT.** Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.
- 11.12 Delivery Time** Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**11.13 Delivery Locations**

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
  - a. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
  - b. if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

**11.14 Conditions at Delivery Location**

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.


**11.15 Materials Acceptance**

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

**11.16 Correcting Defects**

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

#### **11.17 Returns**

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

#### **11.18 Order Cancellation**


State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
  - a. its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus 1 (one) additional business day; and
  - b. the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order.

#### **11.19 Product Safety**

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**11.20 Hazardous Materials**

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

## 12.0 Data and Information Handling

**12.1 Applicability**

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

**12.2 Data Protection and Confidentiality of Information**

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:


- Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

**12.3 Personally Identifiable Information.**

Without limiting the generality of paragraph 12.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

- PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

#### **12.4 Protected Health Information**

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:


<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

#### **12.5 Section 508 Compliance**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

End of Section 2-C




	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## SECTION 2-D: Uniform Terms and Conditions

### 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

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| <b>1.1 Attachment</b>          | "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.   |
| <b>1.2 Contract</b>            | "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.   |
| <b>1.3 Contract Amendment</b>  | "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.   |
| <b>1.4 Contractor</b>          | "Contractor" means any Person who has a Contract with the State.  |
| <b>1.5 Days</b>                | "Days" means calendar days unless otherwise specified.  |
| <b>1.6 Exhibit</b>             | "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.   |
| <b>1.7 Gratuity</b>            | "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.   |
| <b>1.8 Materials</b>           | "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.  |
| <b>1.9 Procurement Officer</b> | "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.   |
| <b>1.10 Services</b>           | "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19. |
| <b>1.11 State</b>              | "State" means the State of Arizona and Department or Agency of the State that executes the Contract.  |
| <b>1.12 State Fiscal Year</b>  | "State Fiscal Year" means the period beginning with July 1 and ending June 30.  |
| <b>1.13 Subcontract</b>        | "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.   |


	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## 2.0 Contract Interpretation


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| <b>2.1 Arizona Law</b>                  | The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.  |
| <b>2.2 Implied Terms</b>                | 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.   |
| <b>2.3 Contract Order of Precedence</b> | <p>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:</p> <p>2.3.1. Special Terms and Conditions;</p> <p>2.3.2. Uniform Terms and Conditions;</p> <p>2.3.3. Statement or Scope of Work;</p> <p>2.3.4. Specifications;</p> <p>2.3.5. Attachments;</p> <p>2.3.6. Exhibits;</p> <p>2.3.7. Documents referenced or included in the Solicitation.</p> |
| <b>2.4 Relationship of Parties</b>      | 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.  |
| <b>2.5 Severability</b>                 | 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.   |
| <b>2.6 No Parole Evidence</b>           | 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 and no other understanding either oral or in writing shall be binding.   |
| <b>2.7 No Waiver</b>                    | 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.   |

## 3.0 Contract Administration and Operation

- |                                  |   |
|----------------------------------|---|
| <b>3.1 Records</b>               | Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. |
| <b>3.2 Non-Discrimination</b>    | 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.   |
| <b>3.3 Audit</b>                 | Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.  |
| <b>3.4 Facilities Inspection</b> | The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or  |

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<b>and Materials Testing</b>	<p>materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.</p>
<b>3.5 Notices</b>	<p>Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.</p>
<b>3.6 Advertising, Publishing and Promotion of Contract</b>	<p>The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.</p>
<b>3.7 Property of the State</b>	<p>Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.</p>
<b>3.8 Ownership of Intellectual Property</b>	<p>Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.</p>
<b>3.9 Federal Immigration and Nationality Act</b>	<p>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.</p>
<b>3.10 E-Verify Requirements</b>	<p>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.</p>

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**3.11 Offshore Performance of Work Prohibited.**

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## 4.0 Costs and Payments

**4.1 Payments**

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

**4.2 Delivery**

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

**4.3 Applicable Taxes**

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. 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 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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

**4.4 Availability of Funds for the Next State fiscal year**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

**4.5 Availability of Funds for the current State fiscal year**


Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements

## 5.0 Contract Changes

**5.1 Amendments**

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without

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effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

**5.2 Subcontracts**

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

**5.3 Assignment and Delegation**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6.0 Risk and Liability

**6.1 Risk of Loss**

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

**6.2 Indemnification**

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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


**6.3 Indemnification – Patent and Copyright**

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

**6.4 Force Majeure**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

**6.5 Third Party Antitrust Violations**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7.0 Warranties

**7.1 Liens**

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**7.2 Quality**

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

**7.3 Fitness**

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

**7.4 Inspection/Testing**


The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

**7.5 Compliance with Laws**

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

**7.6 Survival of Rights and Obligations after Contract Expiration or Termination**

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.


## 8.0 State's Contractual Remedies

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|-----------------------------------|--|
| <b>8.1 Right to Assurance</b>     | If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.   |
| <b>8.2 Stop Work Order</b>        | <p>8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.</p> <p>8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.</p> |
| <b>8.3 Non-exclusive Remedies</b> | The rights and the remedies of the State under this Contract are not exclusive.  |
| <b>8.4 Nonconforming Tender</b>   | Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.   |
| <b>8.5 Right of Offset</b>        | The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.   |

## 9.0 Contract Termination

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| <b>9.1 Cancellation for Conflict of Interests</b> | Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511. |
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**9.2 Gratuities**

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**9.3 Suspension or Debarment**

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

**9.4 Termination for Convenience**

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**9.5 Termination for Default**

- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

**9.6 Continuation of Performance Through Termination**


The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10.0 Contract Claims**

**10.1 Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## 11.0 Arbitration

### 11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## 12.0 Comments Welcome

### 12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 402, Phoenix, Arizona, 85007.

**End of Section 2-D**

**End of Part 2**

**ARF-6772**

**Regular Agenda Item 3. B.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 07-13-21, to 07-12-22 Grant?: No

Begin & End:

Matching Yes

Fund?: Replacement

Requirement?:

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Information

Request/Subject

Approval to use State Contract No. ADSP018-207044 with JE Fuller Hydrology & Geomorphology, Inc. for the Post Telegraph Fire Telegraph Fire-Hydrology and Hydraulic Support for Watersheds.

Background Information

JE Fuller/Hydrology & Geomorphology, Inc. has experience in designing and conceptual mitigation measures for post-fire flooding. The company currently has a cooperative contract with the State of Arizona that Gila County can use.

Evaluation

The scope of work for this contract is outlined in the proposal for four watersheds; Bloody Tanks Wash, Russell Gulch, Upper Pinal Creek, and Silver Creek watersheds.

The scope also includes acquiring information for different year event flood models and comparing with FEMA. Debris flow/mudflow considerations and conceptual design for each watershed are a part of the proposal.

Conclusion

To mitigate flooding Gila County needs the information that can be provided through the methods JE Fuller is proposing. The time frame may run into longer than 8 weeks as the scope was developed during the time the fire was still active. The LiDAR may be outdated and the price didn't include a further expense in that study so another scope may be necessary.

### Recommendation

The Public Works Department Director recommends utilizing the State contract with JE Fuller / Hydrology & Geomorphology, Inc. to design modeling for the four watersheds affected by the Telegraph Fire to assist with flood mitigation measures.

### Suggested Motion

Information/Discussion/Action to approve the use of State Contract No. ADSPO18-207044 with JE Fuller/Hydrology & Geomorphology, Inc. in the amount of \$260,000 to prepare design modeling for four watersheds affected by the Telegraph Fire and assist with flood mitigation measures.

**(Steve Sanders)**

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### Attachments

Contract Agreement-ADSPO18-207044

JE Fuller Proposal

State Contract Extension

State Contract

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## CONTRACT AGREEMENT

Contract Name: Telegraph Fire Watershed Modeling

Contract No.: ADSP018-207044 State of  
Arizona Procurement Office

**Statement of Purpose and Need (3-5 Sentences)** Gila County wishes to utilize JE Fuller on for Professional engineering services for hydrology and hydraulic services. All Documents executed by the State of Arizona on Contract No. ADSP018-207044, apply to this procurement between Gila County and JE Fuller Hydrology & Geomorphology, Inc.

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

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

**Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.

**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.

Contract End Date: 06-30-22

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$260,000.00

**Contract Information**

Firm Name: JE Fuller Hydrology & Geomorphology, Inc. Contact Person: Cory Helton

Address: 8400 S. Kyrene Rd., Ste 201 Phone No: 928-214-0887

City: Flagstaff State: AZ 86004 Fax: \_\_\_\_\_ Email: cory@jefuller.com

**Special Notes:**

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with JE Fuller, it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

**Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract ADSP018-207044, for Statewide Engineering Services.**

Professional Engineering Services approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST**

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

**APPROVED AS TO FORM**

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

June 19, 2021

Homero Vela  
928.240.0219

**RE: Telegraph Fire- Hydrology and Hydraulic Support for Blood Tanks Wash, Russel Gulch, Upper Pinal Creek, and Silver Creek Watershed**

Dear Homero:

Thank you for requesting professional engineering services from JE Fuller/ Hydrology & Geomorphology, Inc. (JE Fuller). This letter outlines our proposed scope of services, schedule, and fee estimate for hydrology and hydraulic services relating to the Telegraph Fire.

JE Fuller met with Gila County on June 17, 2021 to discuss needs for hydrology and hydraulic modeling for the Telegraph Fire. It was determined during the meeting that two separate scopes should be prepared. The initial scope was quickly prepared so that JE Fuller could initiate the modeling efforts. This second scope was prepared with the objective to provide more details, schedule, and pricing. During the meeting four USGS HUC 12 watersheds were identified. These watersheds are named Bloody Tanks Wash, Russell Gulch, Upper Pinal Creek, and Silver Creek/Upper Dripping Spring Wash. JE Fuller has found 2018 LiDAR data available for three of these watersheds but not the fourth one yet. At this time, this scope covers the services for the remaining three watersheds that JE Fuller has aquired LiDAR data for. A separate scope may be necessary if further LiDAR is necessary.

The following timeline is proposed for each Watershed that a Notice to Proceed is provided for.

- **4-7 Days:** Acquire known FEMA discharges and verify pre-fire flood extents for 10- and 100-year event using HEC-RAS 2D Model.
- **1.5 – 2.5 Weeks:** Build up FLO-2D model to fully integrate upstream hydrology and downstream hydraulics through washes and into developed areas for Existing and Burned conditions.
  - Existing Conditions
    - Simultaneously calibrate discharges using HEC-HMS watershed model. This allows for a quick way to calibrate multiple parameters rather than running a full FLO-2D model for each adjustment.
  - Burned Conditions
    - Assume all high burn severity for now. This will show the most conservative increase in flows and flood extents.
    - Update models with observed burn severity once data becomes available from BAER.

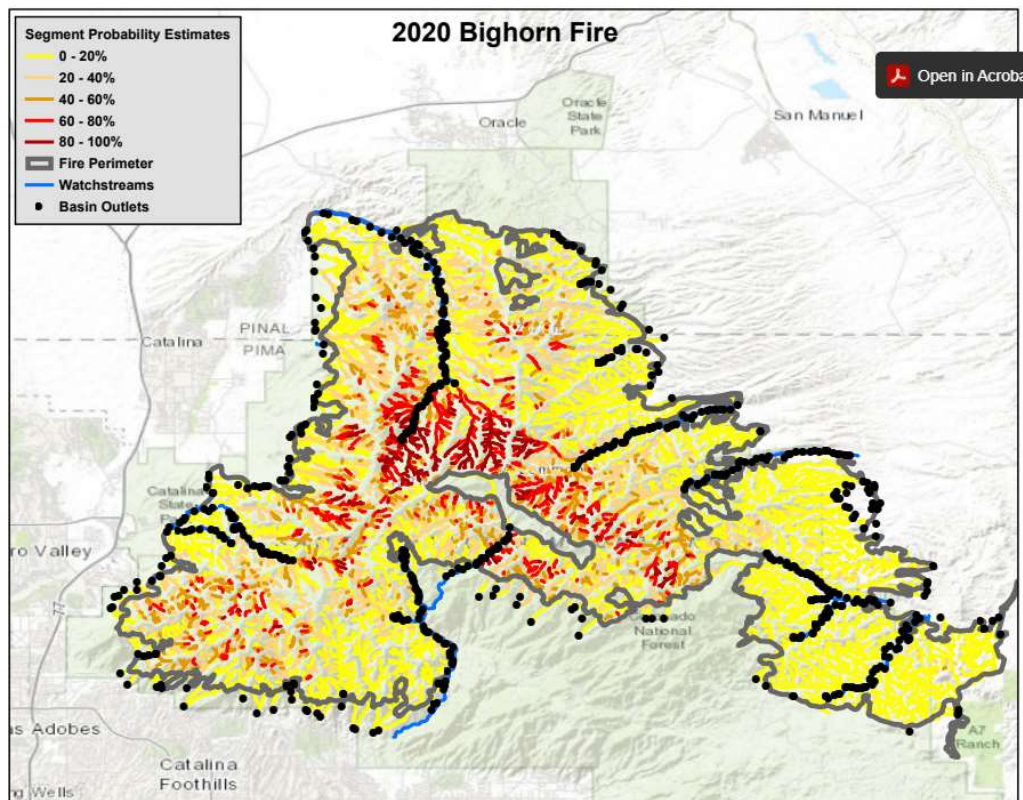
For purposes of comparing model results to FEMA regulatory discharges, the 10-year and 100-year 24-hour design storm will be modeled. In addition, 1 to 2 real storm events will be modeled using observed rainfall

data in order to see how the watershed responds to real monsoon events. This allows users observing the data to compare to actual events in 1" increments in a more realistic scenario than design storms.

- **2-4 Weeks:** Model Refinement.
  - Begin introducing hydraulic structures into model based on as-builts provided by Gila County.
  - Continued model calibration using available available rain gage and stream gauge data, HEC-HMS and HEC-RAS Models, and USGS Regression equations for Arizona.
- **1.5-6 Weeks:** Provide Gila County with hazard, inundation, and depth maps as results become available.

#### **Debris Flow/ Mud Flow Considerations for Each Watershed**

- JE Fuller will use provided model results using regular Newtonian fluid (clear water) and bulking factor and mudflow routines in FLO-2D to see effect of super concentrated flow (more sediment than water) on flood extents, travel time
  - FLO-2D runs take up to 50 hours to run
- JE Fuller will coordinate with USGS with their Emergency Post-Fire Debris Flow Assessment through landslides program, and if not request. (example below for 2020 Bighorn Fire, Coronado NF)]



### Conceptual Design Considerations

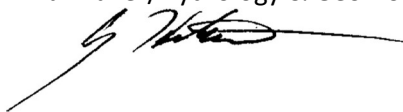
JE Fuller will coordinate with Gila County within each watershed to identify conceptual level designs to assist with mitigation measures. This can include (but is not limited to) guidance related to sandbag and jersey barrier placements. Other alternatives can also be considered under this scope. All conceptual designs will be pursued in direct coordination with Gila County.

JE Fuller is recommending a Not-To-Exceed amount of \$65,000 per HUC-12 watershed using the following rate tables. Currently the County has identified 4 different potential watersheds of interest. So the total Not To Exceed Amount for the four watersheds would be \$260,000. However please note that the fire continues to grow at the time of this scope and future watershed might need hydrology and hydraulic analysis as well. Please note that that this price does not include obtaining new LiDAR if necessary and that a separate scope for rain gages will be provided.

Description	Rate (\$/hr)
Project Manager	\$166
Senior Engineer	\$160
Project Engineer	\$150
Geologist	\$140
EIT/GIS Technician	\$105
Intern	\$60


4X4 Vehicle usage will be reimbursed at \$0.71/mile. Per diem will be \$30/day/person.

Sincerely,  
JE Fuller/Hydrology & Geomorphology, Inc.



Cory Helton, PE, MS  
Vice President, CFO



	<b>Contract Amendment</b>		<b>Arizona Department of Administration State Procurement Office 100 N. 15<sup>th</sup> Avenue, Suite 402 Phoenix, AZ 85007</b>
	Legacy Contract: ADSPO18-207044		
	CTR031428	APP Amendment #1	

**Professional Services for Arizona State Land Department**  
***Je Fuller Hydrology & Geomorphology Inc***

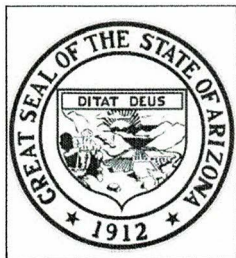
In accordance with the Special Terms and Conditions, 3.2, Contract Extensions, this contract is amended as follows:

1. The term of this contract is hereby extended until July 31<sup>st</sup> 2023.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

**ACKNOWLEDGEMENT AND AUTHORIZATION**

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.



**Request for Proposals**  
**Solicitation No.**  
**ADSP018-00007994**  
**Description:**  
**Professional Services for Arizona State Land**  
**Department**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

Attachment 1  
**Offer and Acceptance Form**

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide **Professional Services for Arizona State Land Department** to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

<b>Initial Offer:</b>	1.	05/23/2018	Wso						
	date		initial						
<b>Revised Offers:</b>	2.	x		3.	x		4.	x	
	date #1		initial	date #1		initial	date #1		initial
	5.	x		6.	x		7.	x	
	date #4		initial	date #5		initial	date #6		initial
<b>Best and Final Offer:</b>	8.	x							
	date		initial						

**JE Fuller Hydrology and Geomorphology, Inc.**

Offeror company name

8400 S. Kyrene Road, Suite 201

Address

Tempe, AZ 85284

City | State | ZIP

86-0785301

Federal tax identifier (EIN or SSN)

*W. Scott Ogden*

Signature of person authorized to sign Offer

Wso

Initials

W. Scott Ogden Vice President

Printed name and title

W. Scott Ogden Vice President

Contact name and title

scott@jefuller.com

Contact Email Address

480-222-5717

Contact phone number

**CERTIFICATION:** By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- 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. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number \_\_\_\_\_ at the top of this form, and which was dated (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

**State's Contract No. is:** ADSP018-207044

**The effective date of the Contract is:** August 1, 2018

**Contract awarded:** July 10, 2018

Procurement Officer signature

Rocky Advani

Procurement Officer printed name



Douglas A. Ducey  
Governor

Gilbert Davidson  
Chief Operating  
Officer and Interim  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**

**STATE PROCUREMENT OFFICE**

100 NORTH FIFTEENTH AVENUE • SUITE 402  
PHOENIX, ARIZONA 85007

(602) 542-5511 (main)  
<http://spo.az.gov>

Sent via e-mail to: [scott@jefuller.com](mailto:scott@jefuller.com)  
2018

June 27,

Re: Award of Contract for Solicitation No.ADSP018-00007994 for Professional Services for Arizona State Land Department

Dear W. Scott,

Thank you for submitting a response to the Request for Proposal Solicitation No. ADSP018-00007994 for Professional Services for Arizona State Land Department. I am pleased to inform you that your company's offer has been selected for award for the following work streams.

	<u>Awarded</u>
Planning	
Engineering	X
Archaeology	
Environmental Site Assessment	
GIS	
Hydrology	
Land Surveying	

The initial contract term shall begin on **August 1, 2018**

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, will be shortly available for public viewing via the State's e-Procurement system, ProcureAZ.


In accordance with Special Terms and Conditions, Section 6.2 of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office if you have not already done so. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. **Please submit your certificate of insurance to me no later than July 25, 2018**

You are cautioned not to begin any work under this new contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please contact me at [rocky.advani@azdoa.gov](mailto:rocky.advani@azdoa.gov) or 602.542.0100. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,


Rocky Advani  
State Procurement Manager

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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## Part 2: Scope, Pricing and Terms and Conditions

### Table of Contents

SECTION 2-A: Scope of Work .....	2
Planning.....	3
Engineering.....	7
Archaeology.....	11
Environmental Site Assessment.....	15
GIS.....	19
Hydrology.....	21
Land Surveying.....	25
SECTION 2-B: Pricing Document .....	26
SECTION 2-C: Special Terms and Conditions.....	28
SECTION 2-D: Uniform Terms and Conditions .....	53

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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## SECTION 2-A: Scope of Work

### 1. STATEMENT OF NEED

The State of Arizona (hereinafter referred to as the State), is seeking to establish a comprehensive statewide term contract for Professional Services for the Arizona State Land Department; Any contract resulting from this Request for Proposal shall become a statewide contract for use by all State agencies, counties, municipalities, school districts, and other political subdivisions, herein after referred to as Using Entity.


To ensure statewide coverage, it is the State's intent to award multiple contracts to establish a pool of Vendors. The selection of Vendors from the pool to provide these services for an assignment will be determined by the Using Entity.

The Using Entity makes no guarantee as to the amount of work that will be available to any given Vendor during the term of this contract.

Vendors are requested to bid on any of the workstreams/modules they have capability in performing

#### **WORKSTREAMS**

1. PLANNING
2. ENGINEERING
3. ARCHAEOLOGY
4. ENVIRONMENTAL SITE ASSESSMENT
5. GIS
6. HYDROLOGY
7. LAND SURVEYING

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## **1.0 PLANNING**

### **1. INTRODUCTION & BACKGROUND:**


- 1.1 The purpose of this solicitation is develop a list of qualified firms and/or individuals that are able to provide a range of services related to planning and zoning. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

### **2. GENERAL REQUIREMENTS:**


- 2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with planning and zoning studies, and actions.
- 2.2 The Contractor shall be able to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.  
In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
- 2.2.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

### **3. SPECIFIC REQUIREMENTS:**

- 3.1 Any GIS work performed under this contract shall conform to the Agencies most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, contractors will obtain the most current standards from the State Agency prior to beginning work on a project that requires GIS.
- 3.2 The performance of Planning and Zoning Studies and actions shall include, but are not limited to, the following subtasks:
  - 3.2.1 Draw Conceptual Plans Utilizing Agency GIS Standards as outlined above
  - 3.2.2 Draw Development Lotting Plans
  - 3.2.3 Draw Specific Site Lotting Plans
  - 3.2.4 Prepare and Process Planning and Zoning Applications
  - 3.2.5 Prepare and Process General/ Comprehensive Plan Amendments
  - 3.2.6 Conduct Special Planning Studies as determined by the State Land Commissioner
- 3.3 Make Presentations to Urban Land Planning Oversight Committee, State Agency Staff, City Staff and/or Appropriate Jurisdictions, and stakeholders
- 3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies
- 3.5 Attend Pre-Application Conferences and Public Hearings  
Conduct and/or attend Stakeholder Meetings
- 3.6 Within fifteen (15) days after the award contract, submit written notification to the State Agency identifying the name, title, address, e-mail address, telephone and facsimile numbers of the individual, within its organization, who is designated as the Contractor's authorized representative.
  - 3.6.1 The individual named will receive all correspondence, official notices, information related to the Contractor's performance, or that of its designated Subcontractor, and all other pertinent information as it relates to this contract.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 3.6.2 The Contractor shall have the right to change or substitute the name of the authorized representative as long as it provides written notification to the state Agency, by e-mail or facsimile, a minimum of five (5) calendar days in advance of the change or substitution.
- 3.6 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.
- 3.6.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.
- 3.7 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.
- 3.8 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.
- 3.8.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.
- 3.9 The Contractor shall submit written progress on a timeline determined by the State Agency project manager, and final reports, signed by the Contractor or the Contractor's designated representative, as required by the State Agency. In some instances, however, the Contractor may be directed to provide an oral progress report.
- 3.9.1 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:
- 3.9.1.1 project title and period covered from start to finish
- 3.9.1.2 a description of the work performed (identifying subtasks performed)
- 3.9.1.3 outcomes/findings or accomplishments to date and percent of project completed
- 3.9.1.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
- 3.9.1.5 conformance to the approved project schedule
- 3.9.1.6 expenditure to date
- 3.9.1.7 subtasks for the next period
- 3.9.1.8 other recommendations and/or relevant comments
- 3.9.2 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10<sup>th</sup>) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.
- 3.10 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.
- 3.10.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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provision of testimony, preparation work, and/or deposition related to the court of Board appearance.


- 3.11 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a format compatible with the State Agency Software, and an original and ten (2) copies of each report prepared under this contract by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

- 3.11.1 Conceptual Plan Report content shall include, but is not limited to, the following:
  - 3.11.1.1 Title page that states: 1) location of the property; 2) name of the contractor; and, 3) date of the report.
  - 3.11.1.2 Table of Contents/List of Figures, Charts and Tables
  - 3.11.1.3 Introduction
  - 3.11.1.4 Explanation of Data Gathering and Mapping Procedures
  - 3.11.1.5 Site Suitability/Needs Analysis
  - Land Use Alternatives number to be determined prior to work and agreed to by the project manager.
  - 3.11.1.6 Explanation of Rationale for The Land Use Alternatives and Associated Maps
  - 3.11.1.7 Explanation of Rationale for Preferred Land Use Alternatives and Associated Map
  - 3.11.1.8 Appendix Containing Data Layer Maps, Socioeconomic Data and Other Maps/Information Deemed Necessary by the Land Department
- 3.12.1 Development Plan Report content shall include, but is not limited to, the following:
  - 3.12.1.1 Title Page that states: 1) location of property or project name; 2) development plan statement from ARS 37-334; and, 3) State Land Commissioner signature line and approval date line.
  - 3.12.1.2 Letter of Transmittal
  - 3.12.1.3 Secondary Title Page stating name of the Contractor
  - 3.12.1.4 Table of Contents/List of Figures, Charts, and Tables
  - 3.12.1.5 Introduction
  - 3.12.1.6 Site and Area Analysis Summary
  - 3.12.1.7 Market Analysis/Marketability Studies Summaries (if required by the project scope of work)
  - 3.12.1.8 Explanation of Rationale of Alternative Plans and Associated Maps
  - 3.12.1.9 Proposed Development Plan and Rationale for Preferred Alternative
  - 3.12.1.10 Summary
  - 3.12.1.11 Zoning Stipulations and Associated Maps
  - 3.12.1.12 Local Zoning Ordinance Information
  - 3.12.1.13 Phasing Plan
  - 3.12.1.14 Plat per most current State Agency specifications
  - 3.12.1.15 Appendix
- 3.13.1 Specific site/lotting plans will vary depending on project location, size and local jurisdiction requirements.
- 3.14.1 General Plan Amendments and Zoning/Rezoning Applications are dependent upon local jurisdiction requirements.
- 3.15.1 Special studies as determined by the State Land Commissioner.


#### 4. STATE AGENCY RESPONSIBILITIES:

- 4.1 Define the level of service(s) to be provided then, where necessary, request a scope of work from the Consultant and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 4.2 Review and approve, with or without noted changes, detailed written project information provided by the contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.
  - 4.2.1 Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
  - 4.2.2 Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
  - 4.2.3 Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).
    - 4.2.3.1 If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
- 4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
- 4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the contractor for a specific project (tasks and subtasks).
  - 4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact the contractor.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## **2.0 ENGINEERING**

### **1. INTRODUCTION & BACKGROUND:**

- 1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that are able to provide a range of services related to engineering consulting services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

### **2. GENERAL REQUIREMENTS:**


- 2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with engineering review and design.
- 2.2 The Contractor shall have the ability to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.
- 2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
  - 2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

### **3. SPECIFIC REQUIREMENTS:**

- 3.1 Any Geographic Information System (GIS) work performed under this contract shall conform to the State Agency's most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, Contractors shall obtain the most current standards from the State Agency prior to beginning work on a project that requires GIS.
- 3.2 The performance of Engineering Studies and actions shall include, but are not limited to, the following
- 3.3 The ideal candidate firm will have the internal capacity to carry out the engineering-related tasks listed below, and to conduct 3<sup>rd</sup>-party reviews of the work products listed below and prepared by others. In cases involving specialized knowledge such as Clean Water Act Section 404 permitting, candidate firms may propose to utilize sub consultants with that specialization. This list is subject to revision.


#### **1. Drainage**

- a. Hydrology & Hydraulics-Develop Existing Conditions drainage exhibit identifying all FEMA floodplains, off-site flows and their conveyance through project site. Aerial and drainage studies and master plans will be reviewed in the project vicinity. Ability to prepare master drainage study, plan based on hydrologic and hydraulic analysis. Analysis conducted utilizing latest software such as HEC HMS, HEC RAS, FLO 2D.
2. Floodplains: ability to map existing floodplains and ability to delineate new floodplains and prepare CLOMR/LOMR submittals for regulatory agency review and approval.
3. Transportation Infrastructure
  - a. Prepare a master street plan based on existing roadway network in the vicinity. Also, the ability to design a system of arterial streets to support proposed conceptual site plan.
  - b. Prepare preliminary traffic demands and/or Traffic Impact Study (TIS) that support proposed conceptual site plan.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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4. Water and Wastewater Infrastructure
  - a. Prepare a master water and wastewater plan based on existing lines. Evaluate capacity of existing service lines and treatment plants. Evaluate potential water supply sources and water and wastewater providers. Ability to design water and wastewater distribution system utilizing latest engineering software.
5. Dry Utility Infrastructure
  - a. Prepare a master dry utility plan based on existing lines. Evaluate capacity of existing dry utilities and service infrastructure. Evaluate potential dry utility providers. Ability to design dry utility distribution system utilizing latest engineering software.
6. Plans and Mapping: Prepare and deliver site plans, improvement plans and other mapping products to ASLD in hard copy and electronic files in editable industry-standard CAD and/or GIS software, including:
  - a. Topography and contours
  - b. Aerial imagery
7. Site Planning and Development
  - a. Ability to identify existing conditions, opportunities and constraints to site planning and development
  - b. Design and development of conceptual grading, drainage and lotting plans
  - c. Design and development of conceptual road and utility infrastructure
  - d. Utilize the plans listed above to estimate Development Impact Fees and available Fee Credits
  - e. Preparation of Development Cost Estimates
  - f. Conduct Geotechnical investigations and prepare reports of findings
  - g. Conduct Biological resource investigations and prepare reports of findings
  - h. Disposition phasing
8. Survey
  - a. Legal Descriptions (text and depictions)
  - b. Title Reports
  - c. ALTA Survey
9. Clean Water Act Section 404 Permitting
  - a. Preliminary and Approved Jurisdictional Determinations
  - b. Significant Nexus Analysis
  - c. Compensatory Mitigation Analysis
  - d. Mitigation measures and monitoring

- 3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies
- 3.5 Attend Pre-Application Conferences and Public Hearings
- 3.6 Conduct and/or attend Stakeholder Meetings
- 3.7 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.
  - 3.7.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.
- 3.8 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.
- 3.9 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the


	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.

- 3.9.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.
- 3.10 The Contractor shall submit monthly written progress, and final reports, signed by the Contractor or the Contractor's designated representative, or on a timeline determined by the State Agency project manager. In some instances, however, the Contractor may be directed to provide an oral progress report.
- 3.11 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:
  - 3.11.1 project title and period covered from start to finish
  - 3.11.2 a description of the work performed (identifying subtasks performed)
  - 3.11.3 outcomes/findings or accomplishments to date and percent of project completed
  - 3.11.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
  - 3.11.5 conformance to the approved project schedule
  - 3.11.6 expenditure to date
  - 3.11.7 subtasks for the next period
  - 3.11.8 other recommendations and/or relevant comments
- 3.12 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10<sup>th</sup>) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.
- 3.13 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.
  - 3.13.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the provision of testimony, preparation work, and/or deposition related to the court of Board appearance.
- 3.14 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor shall submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.


**4. STATE AGENCY RESPONSIBILITIES:**

- 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
- 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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approval for reimbursable travel related costs, and project costs prior to the commencement of services.

- 4.2.1 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
- 4.2.2 Work closely with the Contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
- 4.2.3 Clearly indicate to the Contractor which sub-tasks are required for the successful completion of the assigned task(s).
- 4.2.4 If any sub-task listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
- 4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
- 4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the Contractor for a specific project (tasks and subtasks).
  - 4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact the Contractor.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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### **3.0 ARCHAEOLOGY**

#### **1. INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

#### **2. DEFINITIONS**

##### **a. ACCEPTED STANDARD**

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

##### **b. ARAR**

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

##### **c. A.R.S. TITLE 41-861, HISTORIC PRESERVATION ACT**

Applicable Arizona Administrative Code (AAC) rules. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.

##### **d. BEST MANAGEMENT PRACTICES**

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

##### **e. CONSULTANT**

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

##### **f. CONTRACT OFFICER REPRESENTATIVE**

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

##### **g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)**

Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order


##### **h. ENVIRONMENTAL IMPACT AREAS**

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

##### **i. ENVIRONMENTAL SITE ASSESSMENT (ESA)**

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

##### **j. FEASIBILITY STUDY**

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

k. **KEY PERSONNEL**

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

l. **REMEDIAL ACTION (RA)**

The actual construction or implementation phase of a site cleanup that follows remedial design

m. **REMEDIAL DESIGN (RD)**

A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

n. **REMEDIAL INVESTIGATION (RI)**

An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

o. **REMEDIATION**

Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

### 3.0 **SCOPE REQUIREMENTS**

#### 3.1 **SCOPE SUMMARY**

Firm must have and maintain a valid Arizona State Museum (ASM) Arizona Antiquities Act (AAA) Blanket Permit to conduct cultural resources survey throughout the term of the contract. Projects may be located throughout Arizona. Projects must be overseen by an ASM-permitted Principal Investigator. Any fieldwork shall be supervised by an ASM-permitted Project Director. Services required may include Class I records searches/literature reviews, Class III pedestrian survey, archaeological site eligibility testing, and data recovery. Reporting of results shall conform to ASM, State Historic Preservation Office (SHPO), and ASLD guidelines. Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made. An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made. A draft report shall be submitted to the ASLD Cultural Resources Manager for review and comment. Final reports and consultation letters, prepared on ASLD letterhead, shall be submitted to the SHPO and applicable Indian tribes for consultation under the State Historic Preservation Act. Upon project completion, project shall be sent to the ASM for close-out per ASM guidelines.


#### 3.2 **DELIVERY/SERVICE AREA**

This will be a Statewide contract

#### 3.3 **DETAILED SCOPE REQUIREMENTS**

##### 3.3.1 **Prior to Conducting Fieldwork:**

- The consultant will ensure that all required permits are in effect and all required notifications are made.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- The consultant will request a map that defines the Area of Potential Effects (APE)/ project area for the undertaking from the Pima County Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division (OSC). OSC/ASLD will define the APE for the undertaking.

**3.3.2 Need:**

- A non-collection Class III surface inventory survey of the project area.
- Documentation of any cultural resources in the project area and recommendations regarding eligibility of each cultural resource to the Arizona and National Register of Historic Places (ARHP/NRHP/Registers).

**3.3.3 Scope:**

- An archaeological Class III inventory survey of the project area shall be conducted.
- All fieldwork and recording shall be conducted subject to the provisions of the consultant's current permits and shall be to ASLD, Arizona State Museum (ASM), and State Historic Preservation Office (SHPO) current standards.
- The cultural resources report shall conform to current ASLD, ASM and SHPO reporting standards, and shall be adequate for consultation under state law between ASLD and SHPO.
- Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made.
- An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made (if specific undertaking is known).
- The consultant is required to research ASLD-specific requirements for Class III surveys.

**3.3.4 Deliverables:**


- A draft (complete version) report (1 PDF copy), and a draft (redacted version- redacted of all information pertaining to the location of archaeological properties) report (1 PDF copy), both of which provide the results of the fieldwork and research, shall be submitted to OSC for review.
- A draft final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on comments on the draft, for submittal and review by ASLD.
- A final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on ASLD/SHPO comments on the draft final (complete version) report, if needed.
- A final (redacted version) report (X bound paper copies) shall be submitted to OSC following acceptance of the final (complete version) report by ASLD/SHPO). The title page of this document must state "REDACTED VERSION".
- A CD/DVD containing the following: 1 PDF copy of the final (complete version) report, 1 PDF copy of the final (redacted version) report, all associated project shapefiles (e.g. area surveyed, APE, archaeological sites, isolated occurrences, etc.).
- All deliverables shall contain the following confidentiality statement on the title page of all applicable documents, as well as on all maps which depict the locations of archaeological properties regardless of type or eligibility to the Registers:

STATEMENT OF CONFIDENTIALITY: Disclosure of the locations of historic properties to the public may be in violation of both federal and state laws. Applicable United States laws include, but may not be limited to, Section 304 of the National Historic Preservation Act (16 U.S.C. 470w-3) and the Archaeological Resources Protection Act (16 U.S.C. §470hh). In Arizona, applicable state laws include, but may not be limited to, Arizona Revised Statute Title 39, Section 125.

**3.4 STATE AGENCY RESPONSIBILITIES:**

- 3.4.1** Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project,




	<p align="center"><b>Request for Proposals</b></p> <p align="center"><b>Solicitation No: ADSO18-00007994</b></p> <p align="center"><b>Description</b></p> <p align="center"><b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15th Ave., Suite 402 Phoenix, AZ 85007</p>
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- reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
- 3.4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

- 3.5 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the StateAgency

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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## **4.0 ENVIRONMENTAL SITE ASSESSMENT**

### **1. INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

### **2. DEFINITIONS**

#### **a. ACCEPTED STANDARD**

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

#### **b. ARAR**

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

#### **c. A.R.S. TITLE 49, THE ENVIRONMENT & A.R.S. TITLE 45, WATERS**

Applicable Arizona Administrative Code (AAC) rules, and the U.S. Environmental Protection Agency, Terms of Environment, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.

#### **d. BEST MANAGEMENT PRACTICES**

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

#### **e. CONSULTANT**

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

#### **f. CONTRACT OFFICER REPRESENTATIVE**

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

#### **g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)**


Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order

#### **h. ENVIRONMENTAL IMPACT AREAS**

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

#### **i. ENVIRONMENTAL SITE ASSESSMENT (ESA)**

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

**j. FEASIBILITY STUDY**

Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

**k. KEY PERSONNEL**

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

**l. REMEDIAL ACTION (RA)**

The actual construction or implementation phase of a site cleanup that follows remedial design

**m. REMEDIAL DESIGN (RD)**

A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

**n. REMEDIAL INVESTIGATION (RI)**

An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

**o. REMEDIATION**

Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

**3.0 SCOPE REQUIREMENTS**

**3.1 SCOPE SUMMARY**

Contract services include performance of site management and site assessment. Services may include Phase I and II Environmental Site Assessments (ESAs) in accordance with current American Society of Testing Materials (ASTM) standards and

U. S. Environmental Protection Agency (EPA) standards and/or guidelines. Some of the applicable ASTM standards are: E1527-13, E2247-08 and E1903-11. The objective is to provide Using Agencies assistance as specified in any Task Orders issued under this contract, in the identification and recommendations of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by various pollutants.


**3.2 DELIVERY/SERVICE AREA**

This is a Statewide Contract


**3.3 DETAILED SCOPE REQUIREMENTS**

**3.3.1 Work Plan Preparation – may include the following documents:**

1. Quality Assurance Project Plans (QAPP) or Sampling and Analysis Plans (SAP): This includes preparation of a QAPP or a SAP. A QAPP or a SAP is site specific and should be prepared in accordance with the Task Order, if applicable. The QAPP or a SAP may also include development of data quality objectives

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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2. Health and Safety Plan (HASP). Field Sampling Plan (FSP) and Work plan: Prepare a site specific HASP and FSP. Both documents may be included as part of the Work plan
- 3.3.2 Work Plan – may include the following items:
  1. Locations of samples collected by all Contractors or Using Agency, which did investigations at the site
  2. A map or maps using all available data may include the following:
    - Concentrations of contaminants in soil;
    - Groundwater contaminant map with flow directions; and
    - Contour groundwater quality data if necessary;
  3. Soil sample summary table (showing laboratory analyses and sample depth);
  4. Groundwater data summary table (showing groundwater elevation and laboratory analyses);
  5. A historical evaluation of the property describing past site uses, if possible. The purpose of this task is to help gain a better understanding of the site to assist the Contractor in choosing sampling methods and locations.
  6. Remediation system design, installation, operation and maintenance
  7. Schedule of proposed work with times shown by units and not actual date.
- 3.3.3 Access: The Using Agency will be responsible for negotiating property access with the property owners. However, the Contractor may be requested to assist the Using Agency by providing back-up documentation, such as warranty deeds and any other information, which may be considered vital to obtaining access. The Contractor may be responsible for preparation of any required permits
- 3.3.4 Phase I Environmental Site Assessments: This activity includes conducting a Phase I ESA in accordance with ASTM current standards E 1527-13 and E2247-08, as applicable or as stated in the Task Order. Phase I ESA are intended to determine the existence of recognized environmental conditions hazards, identify environmental liabilities and/or provide a preliminary screening to facilitate the assignment of site priorities. The major activities include visual inspection of the site and surrounding areas, document reviews, database reviews, aerial photographic interpretation, Geological background study and/or recommendations and conclusions
- 3.3.5 Phase II Environmental Site Assessments: This activity includes conducting a Phase II ESA in accordance with ASTM standards, as applicable or as stated in the Task Order. A Phase II ESA is a site investigation/characterization that may to determine the nature and extent of contamination in any and all affected environmental media at the site. The major activities include characterization and description of soils, groundwater, surface water, air or other affected environmental media with respect to location, nature, extent of migration of contamination sources and their proximity to potentially impacted receptors; characterization of the hydro-geologic setting to determine most likely contaminant migration pathways and physical features that could affect potential remedial actions; and the gathering of data and information to the extent necessary and sufficient to help quantify risk to public health and all aspects of the environment
- 3.3.6 Contractor Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Contractor shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.
- 3.3.7 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly required for the completion of the Task Order, and are approved by the Using Agency's

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.

Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost

Subcontracted Services are defined as follows: e.g. well drillers, laboratory services, IDW containerization and transportation, utility locators, archaeologists, consultant services (i.e. community involvement, groundwater modeling risk assessors, etc.), and similar trade professions with the Using Agency's advance approval.


- 3.3.8 Project Documents: The Contractor shall devise, implement and maintain at the Contractor's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.
- 3.3.9 Access Agreements and/or Consent Decrees: The Contractor shall comply with all requirements established in Access Agreements and/or Consent Decrees entered into between the Using Agency and current/former property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Contractor. Additionally, the Contractor's Commercial General Liability Insurance shall be in conformance with the basic Contract provisions (Name of Landowner as provided by the Using Agency's Project Manager) and shall be named as additional insured, as their interests may appear for coverage on an occurrence basis for completed operations liability with an unlimited extended reporting period provision. The insurance certificate provided shall include the Using Agency's Project Manager Name and Task Order number for identification.

#### 4. STATE AGENCY RESPONSIBILITIES:

- 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
- 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

#### 5. Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

- 5.1 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## **5.0 GIS**

### **Introduction and Background**

Solicit qualified organizations or individuals that can provide a range of services related to Geographic Information Systems (GIS).

### **General Requirements**

1. Selected contractor shall have the capacity, experience and expertise necessary to provide services with regard to GIS data, analysis and development.
2. In the performance of the services specified in this solicitation, the Contractor shall understand and agree that a contract exists between the Contractor and the Arizona State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
  - 2.1. The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representative of the State Agency access to its records, reports, data, code and other information related to the activities performed under the terms of this contract.


### **Specific Requirements**

1. Digitization of data originating in many formats Legal, Paper Maps
2. Analysis of data, be able to analyze and manipulate data in a wide variety of ways to show, patterns, trends and other relationships.
3. Data Management: Understanding on how to manage data with a spatial component.
  - 3.1. Clear understanding of a projections, datums, and transformations enabling them to be able to move data freely and accurately between them.
  - 3.2. Conversion of data between a wide variety of formats (KMZ, Shapefile, Geodatabase, RDBMS, CSV, JSON etc.)
4. Understand coordinate systems, datums, projections and transformations.
5. Geoprocessing
  - 5.1. Should have an extensive understanding of various geoprocessing tasks (Cutting, buffering, masking, nearest neighbor analysis, etc.)
  - 5.2. Should be able to use multiple geoprocessing tools to create repeatable workflows/analysis that can be verified by the offeror.
6. Image processing (wide variety of formats from legacy milars to TIFF's)
7. Production of high quality, large size, paper map products.
8. Development
  - 8.1. Customization of enterprise software through developed plugins.
  - 8.2. Ground up development of GIS solutions for both desktop and mobile environments.
  - 8.3. Proof of concept and documentation for custom solutions.
9. Server SQL support
10. Training of users

These requirements are laid out to give a general of idea of the kind of GIS work that can take place under this RFP. Detailed requirements, including specific products, data or analysis, are to be laid out in a scope of work.

### **Technical Definitions**


1. GIS – Geographic Information Systems – Is a system designed to capture, store, manipulate, analysis or present spatially aware data.
2. Georeferencing - Aligning geographic data, often imagery or scanned maps, to a known coordinate system so that it can be viewed, queried, analyzed with other GIS data.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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3. Geoprocessing - An operation to process and manipulate geographic data, often for analysis or conversion.
4. GIS Modeling: Geoprocessing tools can be chained together to create repeatable workflows to process and analyze data.

#### **State Agency Responsibilities**

1. Define services and products to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details. Then, reach an agreement with the contractor regarding all aspects of the services and products to be provided, including a time line for the project with dates and deliverables.
2. Review and approve, with or without noted changes, a detailed written project plan provided by the contractor to insure a clear understanding of all aspects of the project. This will include, but is not limited to, areas such as: key personnel assigned, time frames, deliverables, agency commitments, training plans, and expected costs.
  - 2.1. Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
  - 2.2. Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
  - 2.3. Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).
  - 2.4. If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
3. Establish a project plan and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
4. Assign individuals to provide project oversight and contract administration for all services provided by the Contractor for a specific project (tasks and subtasks).
5. These individuals shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or actions that impact the contractor.

	<p align="center"> <b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b> </p>	<p align="center">         Arizona Department of          Administration  <b>State Procurement</b>  <b>Office</b>          100 N 15th Ave., Suite 402          Phoenix, AZ 85007       </p>
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## **6.0 HYDROLOGY**


### **1.0 INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for well and groundwater management and evaluation services. This contract shall be utilized by other state agencies as needed.

### **2.0 DEFINITIONS**

- 2.1 ADWR  
Arizona Department of Water Resources. The Department administers and enforces Arizona's groundwater code and surface water rights laws (except those related to water quality).
- 2.2 A.R.S. TITLE 45, WATERS  
Applicable Arizona Administrative Code (AAC) rules, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.
- 2.2 CONSULTANT  
Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
- 2.3 CONTRACT OFFICER REPRESENTATIVE  
Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance
- 2.4 GROUNDWATER MODELS  
Groundwater models are computer models of groundwater flow systems, and are used by hydrogeologists. Groundwater models are used to simulate and predict aquifer conditions.
- 2.5 KEY PERSONNEL  
Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning
- 2.6 MODFLOW  
MODFLOW is a modular finite-difference computerized flow model, developed by the U.S. Geological Survey. The program is used to simulate the flow of groundwater through an aquifer.
- 2.7 WELL IMPACT ANALYSIS  
A well Impact Analysis is conducted pursuant to A.A.C. R12-15-1302-1307 and is required for new Non-Exempt wells (excluding replacement wells), proposed for installation in Active Management Areas (AMA's) in the state, demonstrating that the proposed well(s) will not cause undue hardship on surrounding land or other water users, and must be submitted prior to ADWR approval of the Notice of Intent (NOI) to Drill application.
- 2.8 WELL ABANDONMENT



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Well abandonment is conducted pursuant to A.A.C R12-15-816, in conformance with the requirements of ADWR's "Well Abandonment Handbook" (September 2008). Prior to undertaking abandonment ADWR Form 55-38 "Notice of Intent to Abandon a Well" shall be submitted for ADWR review and approval. Following completion of abandonment activities ADWR Form 55-58 "Well Abandonment Completion Report" shall be filed with ADWR.

### 3. SCOPE REQUIREMENTS

#### a. SCOPE SUMMARY

Well and groundwater management and evaluation related activities. Services may include water level measurements, groundwater sampling, video logging, well abandonment, impact analysis, aquifer testing, groundwater modelling, and valuation of water and water rights consulting.

#### b. DELIVERY/SERVICE AREA

This will be a Statewide contract

#### c. DETAILED SCOPE REQUIREMENTS

3.3.1 Conduct Well Evaluations; which may include, any, or all, of the following activities:


- Water level measurements - in wells which in some cases may be equipped with pumps, or alternatively be capped and in some situations, may require the use of a cutting torch to access the well.
- Water Sampling – in wells which may be equipped with operational pumps, or in wells where the pump is not operational and must be removed, prior to the installation of a sampling pump, or
- Well Video logging – which may require removal of a well cap, or in situations where the well is equipped, the pump must be removed prior to conducting video logging.

3.3.2 Conduct Well Abandonment; which may involve some, or all, of the following tasks in accordance with obtaining an ADWR approved "Notice of Intent to Abandon a Well" and issuance of a "Well Abandonment Card"

- In the event the well is equipped with a pump, it shall be removed from the well prior to abandonment.
- The Consultant shall collect all information necessary to develop the appropriate abandonment methodology and submit a "Notice of Intent to Abandon a Well" ADWR (Form 55-38) to ADWR for review and approval.
- Upon approval of the Notice of Intent and issuance of a Well Abandonment Card, the Consultant shall abandon the subject well in accordance with the approved methodology.
- Following completion of abandonment activities, the Consultant shall submit a "Well Abandonment Completion Report" to ADWR.

3.3.3 Conduct Well Impact Analysis; comprised of preparing a hydrological study including any, or all the following:

- 3.3.3.1 • Prepare an inventory of existing wells and well information in the vicinity of the proposed new well(s).
- 3.3.3.2 • Evaluate the geologic and hydrogeologic conditions to determine the relevant aquifer parameters and recharge/discharge boundaries.
- 3.3.3.3 • Using a methodology acceptable to ADWR estimate the drawdown associated with the proposed well(s) and delineate the area surrounding the proposed well(s) where the impact would exceed 10-feet of additional drawdown after the first 5-years of operation of the proposed well(s).

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 3.3.3.4 • In the event the proposed well(s) are located in an area of known land subsidence, a geophysical evaluation of the impact of the proposed well(s) on future land subsidence may also be required.
- 3.3.3.5 • The “hydrologic study” shall then be submitted to ADWR for review and approval.

3.34 Conduct Aquifer Testing: Aquifer testing is conducted to determine the aquifer parameters in a groundwater basin or portion of a basin or sub-basin. This testing may consist of the following:

- Based on the specific project requirements, the Consultant may be provided information on the well(s) to be utilized in the aquifer test, or alternatively, may be tasked with conducting a preliminary groundwater evaluation to identify the recommended well(s) to be incorporated into the aquifer test program.
- The Consultant shall be responsible for providing and installing/removing all equipment for instrumentation of pumping and observation wells. This equipment may include, transducers, data loggers, and water level sounders.
- The Consultant shall provide or subcontract the test pump(s) and associated equipment needed to conduct the aquifer test. All Sub-Contractors shall be approved by ASLD.
- The Consultant shall provide all personnel necessary to conduct the aquifer test. The length of the test shall be determined by ASLD, and may be from 24-hours to two-weeks, and may involve multiple pumping and observation wells, depending upon the specific test configuration and objectives. The number of wells involved in the test will be determined prior to the test, however, the test length may be open-ended and based on an hourly rate.
- At the completion of the test the Consultant/Subcontractor shall remove all pumping and measurement equipment from the wells, and restore the wells to their original condition.
- Following the test, the Consultant shall download/compile all test data, and evaluate using accepted computerized aquifer test analytical software (e.g. AQTESOLV, AquiferWin32, etc.).
- The consultant shall then prepare a summary report, describing the aquifer test program and results


3.35 Develop/Update Groundwater Models. The model shall consist of a numeric model (i.e. MODFLOW), and may be required to be developed, in areas where no model currently exists, or updated in the event a model already exists. Under some circumstances, the model and accompanying report may be submitted to ADWR for review.

3.36 Prepare analysis regarding the value of water on State Trust land, and surface and groundwater rights held by the Land Department. The Consultant shall have the capability to ascertain the current and estimated future value of any, but not limited to the following:

- The value groundwater pumped from State Trust land in various areas of the state.
- Assist in assembling a marketable portfolio and determining the value for the lease/sale of water rights currently held by ASLD, including IGFR’s, Type 1 and Type 2 water rights and long term storage credits.
- Provide current and estimated future valuations for groundwater from State Trust land eligible for inter-basin transport under A.R.S. Title 45 Article 8.1 (551-559).

3.37 Consultant Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Consultant shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.

3.38 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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required for the completion of the Task Order, and are approved by the Using Agency's Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.


Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost.

Subcontracted Services are defined as follows: e.g. well drillers, pump, well logging and well abandonment contractor's, laboratory services, utility locators, archaeologists, and similar trade professions with the Using Agency's advance approval.

- 3.39 Project Documents: The Consultant shall devise, implement and maintain at the Consultant's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.
- 3.40 Access Agreements: The Consultant shall comply with all requirements established in Access Agreements entered into between the Using Agency and lessees and adjacent property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Consultant.

#### 4 STATE AGENCY RESPONSIBILITIES:

- 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Consultant to discuss the specific details of the project, reach an agreement with the Consultant regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
  - 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Consultant to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior
  - 4.3 approval for reimbursable travel related costs, and project costs prior to the commencement of services.
4. Review and approve credentials of proposed key personnel provided by the Consultant or Subcontractor, as well as the credentials of temporary or permanent replacements
- i. Unless otherwise directed by the State Agency, the Consultant shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Consultant may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## **7.0 LAND SURVEYING**

1. INTRODUCTION & BACKGROUND:
  - 1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that can provide ALTA Land Surveying Services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.
2. GENERAL REQUIREMENTS:
  - 2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide ALTA Surveying Services on Arizona State Trust properties.
  - 2.2 The Contractor shall have the ability to successfully complete the assigned project. To that end, the Contractor will be required to utilize the services of a professional title company to obtain a most recent title commitment for a subject property.
  - 2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
    - 2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.
3. SPECIFIC REQUIREMENTS:
  - 3.1 Work performed under this contract shall conform to the MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2016), however, Contractors shall obtain the most current standards in affect.
  - 3.2 The ALTA survey will be prepared in accordance with a current title report and Schedule "B" documents and Items 1, 3, 4, 8, and 11 of the "Optional Survey Responsibilities and Specifications" from Table A of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as adopted in 2016. Additional Items may be added by the State Agency.
  - 3.3 The 2016 standard certification required on ALTA/NSPS Land Title Surveys shall be used for the survey and the certification shall be addressed to Arizona State Land Department and the title company utilized by the Contractor.
4. STATE AGENCY RESPONSIBILITIES:
  - 4.1 Reach an agreement with the Contractor regarding all aspects of the ALTA service(s) to be provided, including those items listed on Table A of the Optimal Survey Responsibilities and Specifications the State Agency wish to include and time line for the project and dates for deliverables.
  - 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

### **EXHIBITS TO THE SCOPE DOCUMENT**

**No Exhibits apply to the Scope of Work.**

**End of Section 2-A**

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## SECTION 2-B: Pricing Document

### 1.0 Compensation

- 1.1 FIXED-PRICE. Through the bidding process, a fixed price is determined. This fixed price encompasses all of the contractors costs for the scope of work and represents the total compensation to the contractor
- 1.2 CONTRACTED LABOR RATES.

### 2.0 Reserved

- 2.1 COST-REIMBURSEMENT.  
Reserved

### 3.0 Pricing

- 3.1 FIXED-PRICE. Through the bidding process, a fixed price is determined. This fixed price encompasses all the contractor's costs for the scope of work and represents the total compensation to the contractor
- 3.2 UPCHARGES. When required this will be handled on a case by case basis


### 4.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

### 5.0 Invoicing

- 5.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.
- 5.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Total invoice amount due	●

- 5.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Services that have not been authorized.

## 6.0 Payments

- 6.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Article 4 of the Uniform Terms and Conditions
- 6.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 6.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 6.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 6.5 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:


<https://gao.az.gov/afis/vendor-information>

## 7.0 Exhibits to the Pricing Document

None

Please note that in order for Offeror to be susceptible, there must be a \$1.00 response under Unit Cost on the Items Tab in ProcureAZ

End of Section 2-B

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of Administration  <b>State Procurement</b> Office  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

### 1.0 Definition of Terms


As used in the Contract, the terms listed below are defined as follows:

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| <b>1.1 Acceptance</b>                               | “Acceptance” means the document headed “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services. |
| <b>1.2 Accepted Offer</b>                           | <p>If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.</p> <p>If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.</p> <p>If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.</p>   |
| <b>1.3 Arizona Procurement Code; A.R.S.; A.A.C.</b> | “Arizona Procurement Code, “A.R.S.” and “A.A.C.” are each defined in the <u>Instructions to Offerors</u> .  |
| <b>1.4 Arizona TPT</b>                              | <p>“Arizona TPT” means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:</p> <p><a href="https://www.azdor.gov/business/transactionprivilegetax.aspx">https://www.azdor.gov/business/transactionprivilegetax.aspx</a>.</p>   |
| <b>1.5 Attachment</b>                               | <p>“Attachment” means any item that:</p> <p style="padding-left: 40px;">the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);</p> <p style="padding-left: 40px;">was attached to an Offer when submitted; and</p> <p style="padding-left: 40px;">was included in the Accepted Offer.</p>   |
| <b>1.6 Building Work</b>                            | “Building Work” means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the terms “construction” (para. 4), “maintenance services” (para. 26), and “operations services” (para. 28).   |
| <b>1.7 Commercial Document</b>                      | “Commercial Document” means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then “Commercial Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.  |
| <b>1.8 Contract</b>                                 | “Contract” means, collectively, the Acceptance, the Solicitation Documents, the Accepted Offer, all acknowledged Orders, and any Contract Amendments. See paragraph 1.22. The Contract is identified as a “Purchase Order” in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not to be confused with the contractual term “Order” defined in paragraph 1.21.   |

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 1.9 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.10 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.11 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.12 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.13 Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).
- NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.14 Day** "Day" means a calendar day unless otherwise specified in a particular context.
- 1.15 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.16 Gratuity** "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.
- 1.17 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.18 Instructions to Offerors** "Instructions to Offerors" is Section 1-B of Part 1 of the Solicitation Documents.
- 1.19 Materials** "Materials" has the meaning given in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is "... all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space." Materials includes software, except that If software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it is in "Services".
- 1.20 Offer; Initial Offer; Revised Offer; Best and Final Offer (BAFO)** "Offer," "Initial Offer," "Revised Offer," and "Best and Final Offer" ("BAFO") are each defined in the Instructions to Offerors.
- 1.21 Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the




	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in ProcureAZ;  
"task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or  
"purchase order" for buying by Co-Op Buyers, if co-op buying applies.


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| <b>1.22 Part, Section; Exhibit</b>               | "Part," "Section," and "Exhibit" are each defined in the <u>Instructions to Offerors</u> .  |
| <b>1.23 Person</b>                               | "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.  |
| <b>1.24 Procurement Officer</b>                  | "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.  |
| <b>1.25 ProcureAZ</b>                            | <p>"ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document <i>Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System</i>.</p> <p>NOTE (1): Technical Bulletin No. 020 is available online at:<br/> <a href="https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations">https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations</a></p> <p>NOTE (2): The URL for ProcureAZ itself is:<br/> <a href="https://procure.az.gov/">https://procure.az.gov/</a></p> |
| <b>1.26 Scope of Work</b>                        | "Scope of Work" means Section 2-A of Part 2 of the Solicitation Documents.  |
| <b>1.27 Services</b>                             | <p>"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.</p>  |
| <b>1.28 Solicitation; Solicitation Documents</b> | "Solicitation" and "Solicitation Documents" are defined in the <u>Instructions to Offerors</u> .  |
| <b>1.29 Special Terms and Conditions</b>         | "Special Terms and Conditions" are Section 3-A of Part 3 of the Solicitation Documents.   |
| <b>1.30 Specification</b>                        | <p>"Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "... any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the <u>Scope of Work</u> and could be bound separately from the other documents forming the Contract.</p>   |
| <b>1.31 State</b>                                | With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.   |
| <b>1.32 State Indemnitees</b>                    | "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.  |

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 1.33 State Fiscal Year** "State Fiscal Year" means the period beginning each July 1 and ending each June 30.
- 1.34 Subcontract** "Subcontract" means any contract, express or implied, between 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 Materials, the performing of any Services, or the carrying out of any other aspect of the Work.
- 1.35 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.36 Uniform Terms and Conditions** The "Uniform Terms and Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and Conditions as being applicable.
- 1.37 Work** "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretation

- 2.1 Arizona Law** The Contract is governed by and is to be interpreted in accordance with the laws of the State of Arizona, including the Arizona Procurement Code, without consideration of conflict of laws principles.
- 2.2 Usage**
- Where the Contract:
  - assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
  - uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) *[Definitions]*. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
  - uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) *[Definitions]*. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
  - uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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6. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
7. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

**2.3 Contract Order of Precedence**

2.4.1 COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.4.2 CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- (a) Contract Amendments;
- (b) the Solicitation Documents, in the order:
  - (1) Special Terms and Conditions;
  - (2) Exhibits to the Special Terms and Conditions;
  - (3) Uniform Terms and Conditions;
  - (4) Scope of Work;
  - (5) Exhibits to the Scope of Work;
  - (6) Commercial Document;
  - (7) Exhibits to the Commercial Document;
  - (8) Specifications; and
  - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

2.4.3 ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an “Attachment” since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

**2.4 Independent Contractor**


Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

**2.5 Severability**

Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.

**2.6 Complete Integration**

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**2.7 No Waiver of Rights**

Either party's failure to insist on strict performance of any term or condition of the Contract is not and is not to be construed as being, nor will it be deemed to be, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

### 3.0 Contract Administration and Operation

**3.1 Term of Contract**

The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and Conditions do not specify a period, then the initial term is 1 (one) year. State has no obligation to extend or renew the Contract past the initial term.

**3.2 Contract Extensions**

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then the maximum aggregate term is 5 (five) years.

**3.3 Notices and Correspondence**

3.3.1 TO CONTRACTOR. Unless stated otherwise in the Special Terms and Conditions, State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Unless stated otherwise in the Special Terms and Conditions, Contractor shall :

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

**3.4 Signing of Contract Amendments**


Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

- 2. extension of the term of the Contract within the maximum aggregate term;
- 3. revision to Procurement Officer appointment or contact information; or
- 4. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

**3.5 Click-Through Terms and Conditions**

Unless expressly stated otherwise in the Special Terms and Conditions, if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

**3.6 Books and Records**

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State’s demand, the choice of which being at State’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

**3.7 Contractor Licenses**

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and Conditions, for the Work itself.

**3.8 Inspection and Testing**


By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

**3.9 Ownership of Intellectual Property**

3.9.1 RIGHTS IN WORK PRODUCT. Unless otherwise provided for in the Special Terms and Conditions, all intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor’s administrative communications and records relating to the Contract, are considered work product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

“Government Purpose Rights” are:

the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;  
the right to release or disclose that work product to third parties for any State government purpose; and

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

“Government Purpose Rights” do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- 4.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- 4.2. any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- 4.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor’s or its affiliates’ ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Special Terms and Conditions, the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

### **3.10 Subcontracts**


3.10.1 INITIAL LIST. At the time of Contract execution, Contractor’s candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer’s advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer’s written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

### **3.11 Non-Discrimination**

Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**3.12 E-Verify Requirements**

As required by A.R.S. § 41-4401, Contractor and each Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each Subcontractor acknowledge that under A.R.S. § 41-4401, State retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works under the Contract to ensure that Contractor or Subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

**3.13 Offshore Performance of Certain Work Prohibited**

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

**3.14 Orders**

3.14.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued as set forth in the Special Terms and Conditions that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.14.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.14.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.14.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract in the Special Terms and Conditions and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.14.5 NO MINIMUMS OR COMMITMENTS. Unless expressly stated otherwise in the Special Terms and Conditions: (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.


3.14.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

**3.15 Statewide Contract Provisions**

If the Special Terms and Conditions indicate that the Contract is for statewide use, then the following provisions apply:

5. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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6. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
7. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is specified in the Special Terms and Conditions. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

8. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:


<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

9. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.
10. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

### 3.16 Multiple-Use Provisions

If the Special Terms and Conditions indicate that the Contract is for statewide use, then Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

11. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Commercial Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.


### **3.17 Other Contractors**

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

### **3.18 Work on State Premises**

3.20.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.20.3 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**3.19 Advertising, Publishing and Promotion of Contract**

Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

## 4.0 Costs and Payments

**4.1 Payments**

**4.1.1 PAYMENT DEADLINE.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Commercial Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Commercial Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

**4.1.2 PAYMENTS ONLY TO CONTRACTOR.** Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

**4.2 Applicable Taxes**

**4.3.1 CONTRACTOR TO PAY ALL TAXES.** State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Commercial Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

**4.3.2 TAX INDEMNITY.** Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

**4.3 Availability of Funds**

By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

## 5.0 Contract Changes

**5.1 Contract Amendments**

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

**5.2 Assignment and Delegation**

**5.2.1 IN WHOLE.** Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State



**Request for Proposals**  
**Solicitation No: ADSO18-00007994**  
**Description**  
**Professional Services for Arizona State Land Department**

Arizona Department of  
Administration  
**State Procurement  
Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

## 6.0 Risk and Liability

### 6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

### 6.2 Contractor Insurance

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 arising from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way, limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

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

#### 1. Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Damage to Rented Premises (Fire Legal Liability)	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



**Request for Proposals**  
**Solicitation No: ADSO18-00007994**  
**Description**  
**Professional Services for Arizona State Land Department**

Arizona Department of  
Administration  
**State Procurement  
Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

**2. Business Automobile Liability**

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

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

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor that is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).


**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 2,000,000
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, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**NOTICE OF CANCELLATION:** Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be electronically submitted via email to [AZStateContractCOI@azdoa.gov](mailto:AZStateContractCOI@azdoa.gov) and [rocky.advani@azdoa.gov](mailto:rocky.advani@azdoa.gov) (State of Arizona, State Procurement Office, 100 N 15th Ave, Suite 402, Phoenix AZ 85007).

**ACCEPTABILITY OF INSURERS:** Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Contract shall be sent directly to **(Rocky Advani, 100 N 15th Ave, Suite 402, Phoenix AZ 85007)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**


**SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum insurance requirements identified above. The State reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**APPROVAL and MODIFICATIONS:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 6.3 Basic Indemnification

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

#### **6.4 Patent and Copyright Indemnification**

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:


1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

#### **6.5 Force Majeure**

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.7 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.6 Third Party  
Antitrust  
Violations**

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

## 7.0 Warranties

**7.1 Conformity to  
Requirements**

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

**7.2 Contractor  
Personnel**

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

**7.3 Intellectual  
Property**

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

**7.4 Compliance  
with Laws**

Contractor warrants that the Materials and Services do and will continue to comply with all applicable federal, state, and local laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the non-compliance.

**7.5 Licenses and Permits**

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.


**7.6 Operational  
Continuity**

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 [*Assignment and Delegation*] that expressly recognizes the event.

**7.7 Performance in Public  
Health Emergency**

Contractor warrants that it will:

12. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and

13. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

#### 7.8 Lobbying

##### 7.11.1 PROHIBITION.

Contractor warrants that:

it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

#### 7.9 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

### 8.0 State's Contractual Remedies

#### 8.1 Right to Assurance

If State in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for State to exercise any other remedy available to it under the Contract or laws.

#### 8.2 Stop Work Order

The State may at any time require Contractor to stop all or any part of the Work by written order. Upon receipt of a stop order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to State associated with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10.


#### 8.3 Non-exclusive Remedies

State's rights and remedies under the Contract are not exclusive.

#### 8.4 Nonconforming Tender

The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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constitutes a breach of contract, in which event State will be entitled to exercise any remedy available to it under the Contract or laws.

**8.5 Right of Offset**

State is entitled to offset against any sums due Contractor any expenses or costs State incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, costs, and damages to which it is entitled by the Contract or laws.

## 9.0 Contract Termination

**9.1 Termination  
for Conflict of Interest**

By A.R.S. § 38-511, State may terminate the Contract within 3 (three) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of State is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Contractor receives State's written notice of the termination unless the notice specifies a later date.

**9.2 Gratuities**

State may, by written notice, terminate the Contract, in whole or in part, if State determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of State for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. State, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of 3 (three) times the value of the Gratuity offered by Contractor.

**9.3 Suspension or  
Debarment**


State may, by written notice to Contractor, terminate the Contract immediately if State discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. State has taken Contractor's submittal of the Accepted Offer and will take its performance under the Contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.

**9.4 Termination for  
Convenience**

State may terminate the Contract when in the best interest of State, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the Contract. Upon receipt of State's written termination notice, Contractor shall stop work as directed in the notice, notify all Subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to State. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract will become State's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination, provided that, the cost principles and procedures in A.A.C. R2-7-701 are to be applied.

**9.5 Termination for  
Default**

In addition to the rights reserved to it under the Contract, State may terminate the Contract in whole or in part due to Contractor's failure to: (a) comply with any term or condition of the Contract; (b) obtain and maintain all required insurance policies, bonds, licenses, and permits; or (c) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become State's property, and Contractor shall deliver all of it immediately on demand. State may, following termination of the Contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to State for any excess cost State incurs in procuring such substitutes.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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| <b>9.6 Continued Performance Required</b> | Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any termination, as directed by State in the notice. |
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## 10.0 Contract Claims

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|-----------------------------------|--|
| <b>10.1 Claim Resolution</b>      | Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518. |
| <b>10.2 Mandatory Arbitration</b> | In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.  |


## 11.0 General Provisions for Materials

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| <b>11.1 Applicability</b>                    | Article 11 applies to the extent the Work is or includes Materials.  |
| <b>11.2 Off-Contract Materials</b>           | Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.   |
| <b>11.3 Compensation for Late Deliveries</b> | Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.   |
| <b>11.4 Indicate Shipping Costs on Order</b> | Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).   |
| <b>11.5 Current Products</b>                 | Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.   |
| <b>11.6 Maintain Comprehensive Selection</b> | Contractor shall provide at all times the comprehensive selection of products for which a price is established in the <u>Commercial Document</u> for ordering by Eligible Agencies, and Co-Op Buyers if applicable.  |
| <b>11.7 Additional Products</b>              | State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically |

	<p style="text-align: center;"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p style="text-align: center;">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

- 11.8 Discontinued Products** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
- 11.9 Forced Substitutions** Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 11.10 Recalls** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
- 11.11 Delivery**
- 11.11.1 **PRICING.** Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under [FAR 52.247-30](#).
- 11.11.2 **LIABILITY.** Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under [FAR 52.247-35](#).
- 11.11.3 **PAYMENT.** Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.
- 11.12 Delivery Time** Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**11.13 Delivery Locations**

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
  - a. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
  - b. if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

**11.14 Conditions at Delivery Location**

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.


**11.15 Materials Acceptance**

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

**11.16 Correcting Defects**

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

#### **11.17 Returns**

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

#### **11.18 Order Cancellation**


State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
  - a. its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus 1 (one) additional business day; and
  - b. the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order.

#### **11.19 Product Safety**

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**11.20 Hazardous Materials**

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

## 12.0 Data and Information Handling

**12.1 Applicability**

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

**12.2 Data Protection and Confidentiality of Information**

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:


- Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

**12.3 Personally Identifiable Information.**

Without limiting the generality of paragraph 12.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

- PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

#### **12.4 Protected Health Information**

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.


NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

#### **12.5 Section 508 Compliance**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

End of Section 2-C

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## SECTION 2-D: Uniform Terms and Conditions

### 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- |                                |   |
|--------------------------------|---|
| <b>1.1 Attachment</b>          | "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.   |
| <b>1.2 Contract</b>            | "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.   |
| <b>1.3 Contract Amendment</b>  | "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.   |
| <b>1.4 Contractor</b>          | "Contractor" means any Person who has a Contract with the State.  |
| <b>1.5 Days</b>                | "Days" means calendar days unless otherwise specified.  |
| <b>1.6 Exhibit</b>             | "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.   |
| <b>1.7 Gratuity</b>            | "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.   |
| <b>1.8 Materials</b>           | "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.  |
| <b>1.9 Procurement Officer</b> | "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.   |
| <b>1.10 Services</b>           | "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19. |
| <b>1.11 State</b>              | "State" means the State of Arizona and Department or Agency of the State that executes the Contract.  |
| <b>1.12 State Fiscal Year</b>  | "State Fiscal Year" means the period beginning with July 1 and ending June 30.  |
| <b>1.13 Subcontract</b>        | "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.   |




	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## 2.0 Contract Interpretation


- 2.1 Arizona Law** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence** In 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:
- 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4 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.
- 2.5 Severability** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## 3.0 Contract Administration and Operation

- 3.1 Records** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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<b>and Materials Testing</b>	<p>materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.</p>
<b>3.5 Notices</b>	<p>Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.</p>
<b>3.6 Advertising, Publishing and Promotion of Contract</b>	<p>The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.</p>
<b>3.7 Property of the State</b>	<p>Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.</p>
<b>3.8 Ownership of Intellectual Property</b>	<p>Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.</p>
<b>3.9 Federal Immigration and Nationality Act</b>	<p>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.</p>
<b>3.10 E-Verify Requirements</b>	<p>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.</p>

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**3.11 Offshore Performance of Work Prohibited.**

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## 4.0 Costs and Payments

**4.1 Payments**

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

**4.2 Delivery**

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

**4.3 Applicable Taxes**

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. 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 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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

**4.4 Availability of Funds for the Next State fiscal year**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

**4.5 Availability of Funds for the current State fiscal year**


Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements

## 5.0 Contract Changes

**5.1 Amendments**

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

**5.2 Subcontracts**

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

**5.3 Assignment and Delegation**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6.0 Risk and Liability

**6.1 Risk of Loss**

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

**6.2 Indemnification**

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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


**6.3 Indemnification – Patent and Copyright**

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

**6.4 Force Majeure**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

**6.5 Third Party Antitrust Violations**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7.0 Warranties

**7.1 Liens**

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**7.2 Quality**

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

**7.3 Fitness**

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

**7.4 Inspection/Testing**


The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

**7.5 Compliance with Laws**

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

**7.6 Survival of Rights and Obligations after Contract Expiration or Termination**

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement</b>  <b>Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8.0 State's Contractual Remedies

- |                                   |  |
|-----------------------------------|--|
| <b>8.1 Right to Assurance</b>     | If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.   |
| <b>8.2 Stop Work Order</b>        | <p>8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.</p> <p>8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.</p> |
| <b>8.3 Non-exclusive Remedies</b> | The rights and the remedies of the State under this Contract are not exclusive.  |
| <b>8.4 Nonconforming Tender</b>   | Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.   |
| <b>8.5 Right of Offset</b>        | The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.   |

## 9.0 Contract Termination

- |   |  |
|---|--|
| <b>9.1 Cancellation for Conflict of Interests</b> | Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511. |
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	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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**9.2 Gratuities**

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**9.3 Suspension or Debarment**

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

**9.4 Termination for Convenience**

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**9.5 Termination for Default**

- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

**9.6 Continuation of Performance Through Termination**


The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10.0 Contract Claims**

**10.1 Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.



	<p align="center"><b>Request for Proposals</b>  <b>Solicitation No: ADSO18-00007994</b>  <b>Description</b>  <b>Professional Services for Arizona State Land Department</b></p>	<p align="center">Arizona Department of  Administration  <b>State Procurement  Office</b>  100 N 15th Ave., Suite 402  Phoenix, AZ 85007</p>
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## 11.0 Arbitration

### 11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## 12.0 Comments Welcome

### 12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 402, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2



**ARF-6773**

**Regular Agenda Item 3. C.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY21-22

Budgeted?: Yes

Contract Dates 06-23-2021 -

Grant?: No

Begin & End: 06-22-2022

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Request to ratify the Board's approval for the various contracts signed by the Board Chairman which are related to post-fire flood mitigation services.

Background Information

The Telegraph, Mescal, and Backbone wildfires have caused extremely dangerous conditions that pose serious threats of post-fire flooding. Time was of the essence to get contracts in place to start clean-up efforts of drainage channels and washes to help prevent catastrophic flooding from monsoonal rains. Additionally, a contract was executed to gather an inventory of damaged and destroyed ranching infrastructure to assist the ranchers in determining replacement costs.

Gila County Procurement Policy BOS-FIN-113, Section 8D - *Emergency Procurements* outlines the process that may be taken during times of emergencies regarding the procurement of materials or services. The Procurement Officer may make or authorize others to make emergency procurements of materials, services, or construction items when there exists a threat to public health, welfare, property, or safety or if a situation exists which makes compliance contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. An emergency procurement shall be limited to those materials, services, or construction necessary to satisfy the emergency need. A written determination of the basis for the emergency and for the selection of the particular contractor

shall be included in the contract file.

### Evaluation

In order to have resources available, it was necessary to enter into not to exceed on-call service agreements with local contractors for post-fire flood mitigation clean-up targeting specific areas where there could be catastrophic flooding. Also engaging a contractor to work with ranchers reviewing and cataloging damaged and destroyed infrastructure is critical to detailing the costs associated with the wildfire.

### Conclusion

Due to the impending monsoons, it was imperative that emergency contracts were executed timely to engage local contractors on the debris clean-up.

### Recommendation

Staff recommends that the Board of Supervisors ratify its approval for the Chairman's signature on the contracts that are listed and attached to this agenda item for emergency post-fire mitigation.

### Suggested Motion

Information/Discussion/Action for the Board of Supervisors to ratify its approval for the Board Chairman to sign various emergency contracts (listed and attached to this agenda item) which are related to emergency post-fire mitigation services. **(Mary Springer)**

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### Attachments

June 2021 Contracts

06222021A DJS

DJS Rate Sheet

06222021B 5d Mining

5D Mining Rate Sheet

06222021C CMS

CMS Rate Sheet

06222021D Dixon Rock

Dixon Rock Rate Sheet

06222021E Oddonetto

Oddonetto Rate Sheet

06222021F Dalmolin

Dalmolin Rate Sheet

06222021G Barcon

Barcon Rate Sheet

06222021H JW Fansler

JW Fansler Rate Sheet

06222021I Sullivan Paving

06232021 Cassie Wagonner

06232021 Cassie Waggoner

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**Emergency Contracts signed by  
Chairman Tim R. Humphrey for Post  
Fire Flooding Mitigation**

Vendor	Contract Number	Amount	Contract Term	Summary	Contract Options	Contract Cumulative
DJ's Companies	Contract No. 06222021A	Not to Exceed \$75,000	6/23/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
SD Mining	Contract No. 06222021B	Not to Exceed \$75,000	6/23/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
Convenient Mobile Service	Contract No. 06222021C	Not to Exceed \$75,000	6/23/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
Dixon Rock and Materials, LLC	Contract No. 06222021D	Not to Exceed \$75,000	6/23/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
Oddonetto Construction, Inc.	Contract No. 06222021E	Not to Exceed \$75,000	6/25/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
DalMolin Excavating, Inc.	Contract No. 06222021F	Not to Exceed \$75,000	6/25/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
Barcon Corporation	Contract No. 06222021G	Not to Exceed \$75,000	6/25/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
JW Fausler Resources, LLC	Contract No. 06222021H	Not to Exceed \$75,000	6/25/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
Sullivan Paving	Contract No. 06222021I	Not to Exceed \$75,000	6/25/2021 - 6/22/2022	The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.	Contract allows original term of 1 year and four additional (1) year renewal periods	Not to Exceed \$75,000
Cassie Waggoner	Contract No. 06232021	Not to Exceed \$15,000	6/23/2021 - 6/22/2022	Assist ranch permittee's in gathering data of damaged or destroyed ranching infrastructure due to the Telegraph, Mescal, and Backbone wildfires. Rate is \$20 per hour plus mileage of \$445 per mile	New with one (1) year renewal	Not to Exceed \$15,000

**SERVICE AGREEMENT NO. 06222021A**

**DJ'S COMPANIES, INC.**

**POST WILDFIRE FLOOD MITIGATION  
DEBRIS REMOVAL**

**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 23 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DJ'S Companies, Inc. of the Town of Claypool, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

**The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.**

Contractor Fee's: Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or

damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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



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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – 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 June 23, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15– PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 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. 06222021A has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

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

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

**DJ'S COMPANIES, INC.**

 6/22/2021  
\_\_\_\_\_  
Signature  
Spiro J. Jowich  
\_\_\_\_\_  
Print Name

## EXHIBIT "A"

**DJ's Companies Inc.**

P.O. Box 1810  
 Claypool AZ, 85532  
 Office 928-425-0602  
 Fax 928-425-0332

**Quote Number**  
**2195**

E-Mail: [scoons@gilacountvaz.gov](mailto:scoons@gilacountvaz.gov)

Gila County Emergency Services

Name: Shannon Boyer

1400 East Ash St.

Phone #: 928-402-5821

Globe, AZ. 85501

Date: 6/16/2021

	Description	Price per unit	Total
	<b>2021 Equipment pricing with operator</b>		
10 Hrs	Cat 314 Excavator with thumb bucket	125.00/Hour	\$1,250.00
10 Hrs	Cat 302.7 mini excavator with thumb	75.00/Hour	\$750.00
10 Hrs	Cat 242 skid steer	75.00/Hour	\$750.00
10 Hrs	Cat 420 F backhoe with forks no thumb	85.00/Hour	\$850.00
10 Hrs	Cat 950 B loader	95.00/Hour	\$950.00
10 Hrs	Cat 140 G Grader	100.00/Hour	\$1,000.00
10 Hrs	Case gannon	75.00/Hour	\$750.00
10 Hrs	2,000 gallon water truck	85.00/Hour	\$850.00
1	20 yard roll off per pull	150.00/Each	\$150.00
1	40 Yard roll off per pull	250.00/Each	\$250.00
	Gila County Dump fees	53.12/Per ton	
10 Hrs	Super 14 dump truck (20 Tons)	85.00/Hour	\$850.00
10 Hrs	Equipment transport	125.00/Hour	\$1,250.00
	Sub Total		\$9,650.00
	Gila County Tax	6.60%	\$636.90
	<b>Total</b>	(USD)	<b>\$10,286.90</b>

Respectfully submitted by:

Signature:

  
 Spiro (Speter) Jonovich

  
 Printed Name:

6/16/2021  
 Date

6/23/2021  
 Date:

**DJ's Companies Inc.**

P.O. Box 1810  
 Claypool AZ, 85532  
 Office 928-425-0602  
 Fax 928-425-0332

**Quote Number**  
**2195**

E-Mail: [scoons@gilacountyaz.gov](mailto:scoons@gilacountyaz.gov)

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10 Hrs	Cat 302.7 mini excavator with thumb	75.00/Hour	\$750.00
10 Hrs	Cat 242 skid steer	75.00/Hour	\$750.00
10 Hrs	Cat 420 F backhoe with forks no thumb	85.00/Hour	\$850.00
10 Hrs	Cat 950 B loader	95.00/Hour	\$950.00
10 Hrs	Cat 140 G Grader	100.00/Hour	\$1,000.00
10 Hrs	Case gannon	75.00/Hour	\$750.00
10 Hrs	2,000 gallon water truck	85.00/Hour	\$850.00
1	20 yard roll off per pull	150.00/Each	\$150.00
1	40 Yard roll off per pull	250.00/Each	\$250.00
	Gila County Dump fees	53.12/Per ton	
10 Hrs	Super 14 dump truck (20 Tons)	85.00/Hour	\$850.00
10 Hrs	Equipment transport	125.00/Hour	\$1,250.00
	Sub Total		\$9,650.00
	Gila County Tax	6.60%	\$636.90
	<b>Total</b>	(USD)	<b>\$10,286.90</b>

Respectfully submitted by:

Signature: \_\_\_\_\_

  
 Spiro (Speter) Jonovich

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

6/16/2021  
 Date

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

**SERVICE AGREEMENT NO. 06222021B**

**5D MINING & CONSTRUCTION, INC.**

**POST WILDFIRE FLOOD MITIGATION  
DEBRIS REMOVAL**

**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 23 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and 5D Mining & Construction, Inc. of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **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.

**The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.**

**Contractor Fee's:** Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:

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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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



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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – 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 June 23, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15– PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 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. 06222021B has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Tim R. Humphrey, Chairman

Date:

6/23/2021

SD MINING & CONSTRUCTION, INC.



Signature

Ben DalMolin, Vice President

Print Name



## 2021 Equipment Rates

Description	Operated	Hourly Cost	Daily Cost
Backhoe, 420D Cat 4x4 w/Extend-a-Hoe	Operator	\$70.00	
Backhoe, 420D Cat w/Hammer	Operator	\$140.00	
Compactor, CP323 or CP563	Operator	\$98.00	
Compactor, Roller DD-24	Operator	\$65.00	
Crane, Mounted, 10 Ton	Operator	\$77.00	
Crane, Mounted, 14 Ton	Operator	\$85.00	
Dozer, D10N Cat w/Rippers	Operator	\$217.00	
Dozer, D3B Cat	Operator	\$69.50	
Dozer, D4LGP Cat	Operator	\$92.00	
Dozer, D5C Cat	Operator	\$110.00	
Dozer, D6H Cat	Operator	\$120.00	
Dozer, D7H Cat w/Rippers	Operator	\$143.00	
Dozer, D8L Cat w/Rippers	Operator	\$194.00	
Dump Truck, 6 Wheel	Driver	\$60.00	
Dump Truck, 10 Wheel	Driver	\$75.00	
Dump Truck, 10 Wheel w/25 Ton Pintle Hitch	Driver	\$85.00	
Dump Truck, 14 Wheel	Driver	\$95.00	
Excavator, 220 Komatsu	Operator	\$131.00	
Excavator, 220 Komatsu w/Hammer	Operator	\$262.00	
Excavator, 301 Cat	Operator	\$72.00	
Excavator, 301 Cat w/Hammer	Operator	\$144.00	
Excavator, 303 Cat	Operator	\$78.00	
Excavator, 303 Cat w/Hammer	Operator	\$154.00	
Excavator, 305 Cat	Operator	\$82.00	
Excavator, 305 Cat w/Hammer	Operator	\$164.00	
Excavator, 308 Cat	Operator	\$92.00	
Excavator, 308 Cat w/Hammer	Operator	\$184.00	
Excavator, 312 Cat	Operator	\$93.00	
Excavator, 314 Cat	Operator	\$97.00	
Excavator, 314 Cat w/Hammer	Operator	\$194.00	
Excavator, 315 Cat	Operator	\$97.00	
Excavator, 320 Cat	Operator	\$115.00	
Excavator, 320 Cat w/Hammer	Operator	\$197.00	
Excavator, 321 Cat	Operator	\$115.00	
Excavator, 322L Cat	Operator	\$125.00	
Excavator, 322L Cat w/Hammer	Operator	\$210.00	
Excavator, 325 Cat w/Grapple or Bucket	Operator	\$131.00	
Excavator, 325 Cat w/Hammer	Operator	\$262.00	
Excavator, 329 Cat	Operator	\$131.00	
Excavator, 330 Cat	Operator	\$169.00	



## 2021 Equipment Rates

Description	Operated	Hourly Cost	Daily Cost
Excavator, 330 Cat w/Hammer	Operator	\$225.00	
Excavator, 345 Cat	Operator	\$199.00	
Excavator, 345 Cat w/ Hammer	Operator	\$287.00	
Excavator, 365C Cat	Operator	\$341.00	
Excavator, Bobcat Mini	Operator	\$78.00	
Generator, 480 Volt	No		\$310.00
Generator, 6500 Watt	No		\$79.00
Generator, Light Plant	No		\$100.00
Grader, 120G Cat w/Rippers	Operator	\$84.00	
Grader, 140H Cat	Operator	\$132.00	
Grader, 16G Cat	Operator	\$198.00	
Loader, 936 Cat w/Balderson Forks (2.9 yd <sup>3</sup> )	Operator	\$84.00	
Loader, 950 Cat	Operator	\$108.00	
Loader, 966G Cat	Operator	\$135.00	
Loader, 980G Cat (6.5 yd <sup>3</sup> )	Operator	\$160.00	
Loader, 988B/F Cat (8 yd <sup>3</sup> )	Operator	\$217.00	
Loader, John Deere Skip w/Gannon	Operator	\$80.00	
Reach Fork, 6000 lb	Operator	\$98.00	
Reach Fork, 10000 lb	Operator	\$116.00	
Reach Fork, 12000 lb	Operator	\$117.00	
Reach Fork, 6000 lb (Daily)	No		\$150.00
Reach Fork, 10000 lb (Daily)	No		\$200.00
Reach Fork, 12000 lb (Daily)	No		\$200.00
Scraper, 621 Cat	Operator	\$147.00	
Skid Steer, 226B Cat	Operator	\$70.00	
Skid Steer, 226B Cat w/Auger	Operator	\$100.00	
Skid Steer, 226B Cat w/Hammer	Operator	\$140.00	
Skid Steer, 257 Tracked	Operator	\$79.00	
Tools, Air Compressor, 185cc	No		\$125.00
Tools, Breaker, 90 lb	No		\$45.00
Tools, Cemet Mixer	No		\$75.00
Tools, Compactor, Jumping Jack	No	\$15.00	
Tools, Compactor, Plate	No		\$65.00
Tools, Compactor, Walk Behind	No		\$100.00
Tools, Concrete Pump, Mayco LS500	No		\$1,000.00
Tools, Demo Saw	No		\$100.00
Tools, Fusing Machine, 1" - 3" McElroy	No		\$130.00
Tools, Fusing Machine, 4" - 8" McElroy	No		\$250.00
Tools, Fusing Machine, 6" - 18" McElroy	No		\$350.00
Tools, Fusing Machine, 12" - 36" McElroy	No		\$649.00



## 2021 Equipment Rates

Description	Operated	Hourly Cost	Daily Cost
Tools, Fusing Machine, Data Logger	No		\$100.00
Tools, Incidental	No		\$27.00
Tools, Plasma Cutter	No		\$135.00
Tools, Power Grid Screening Plant	No	\$68.00	
Tools, Pressure Washer	No		\$200.00
Tools, Trash Pump, 2"	No		\$69.00
Tools, Trash Pump, 3"	No		\$79.00
Tools, Weld Machine, 30 Amp Miller	No		\$120.00
Tools, Weld Machine, 500 Amp Lincoln	No		\$135.00
Tools, Wood Chipper	No	\$56.00	
Trailer, Tools	No		\$225.00
Trailer, Water, 500 Gallon	No		\$137.00
Truck, Articulating, 735	Operator	\$155.00	
Truck, Flatbed, 24'	Driver	\$68.00	
Truck, Pickup	No	\$13.00	
Truck, Pickup w/45' Trailer	Driver	\$70.00	
Truck, Pickup w/Tools	No	\$20.00	
Truck, Pickup w/Trailer	No		\$164.00
Truck, Rock, 769C/D Cat, 35-40 Ton	Driver	\$137.00	
Truck, Tractor w/35 Ton Lowboy	Driver	\$98.00	
Truck, Tractor w/40' Flatbed Trailer	Driver	\$80.00	
Truck, Tractor w/Belly Dump	Driver	\$95.00	
Truck, Water, 2000 Gallon	Driver	\$62.00	
Truck, Water, 4000 Gallon	Driver	\$78.00	
Van	No	\$13.00	

### Equipment Notes

- \* Daily equipment rates do not include operator costs
- \* Equipment rates do not include mobilization/de-mobilization fees
- \* It may be necessary to assess a fuel surcharge if fuel costs exceed the calculated cost
- \* Fusing Machine rates do not include the pipe fitter to operate the machine
- \* Fuel consumption (by the gallon) will be charged on all rental equipment
- \* Consumables, materials, external rentals, and subcontractors will be cost plus 10%
- \* Operated equipment will be charged an additional fee equal to 50% of the operator's hourly rate when working overtime (\$21 for operators & \$19 for drivers)



## 2021 Labor Rates

Description	Straight Time	Overtime
Carpenter	\$46.00	\$69.00
Foreman	\$65.00	\$97.50
Grade Checker	\$46.00	\$69.00
Heavy Equipment Operator	\$42.00	\$63.00
Helper	\$45.00	\$67.50
Laborer	\$28.00	\$42.00
Mechanic	\$56.00	\$84.00
Pipefitter	\$55.00	\$82.50
Project Engineer/Doc Control	\$65.00	\$97.50
Project Manager	\$90.00	\$135.00
Safety Coordinator	\$55.00	\$82.50
Superintendent	\$70.00	\$105.00
Truck Driver	\$38.00	\$57.00
Welder/Ironworker	\$55.00	\$82.50

### Labor Notes

**Overtime:** Overtime rates apply when work exceeds 40 hours in a work week or 10 hours in a work day.

Overtime is paid at 1½ times the standard rate.

**Doubletime:** Doubletime rates apply when an employee has fallen into overtime status on an observed holiday.

Doubletime is paid at 2 times the standard rate.

**Callout:** Overtime rates apply for callouts after hours or weekends. After hours apply any time a callout occurs after the normal shift hours which are Monday-Thursday, 6am-4pm.

**Per Diem:** Per diem will be charged for out of town employees and will be billed at a flat rate of \$100 per day for each day worked.

**Standby:** Full rates apply for driver's and operator's standby time.

**Holiday:** Overtime rates apply for employees working on an observed holiday.





## 2021 Equipment Rates

Description	Operated	Hourly Cost	Daily Cost
Backhoe, 420D Cat 4x4 w/Extend-a-Hoe	Operator	\$70.00	
Backhoe, 420D Cat w/Hammer	Operator	\$140.00	
Compactor, CP323 or CP563	Operator	\$98.00	
Compactor, Roller DD-24	Operator	\$65.00	
Crane, Mounted, 10 Ton	Operator	\$77.00	
Crane, Mounted, 14 Ton	Operator	\$85.00	
Dozer, D10N Cat w/Rippers	Operator	\$217.00	
Dozer, D3B Cat	Operator	\$69.50	
Dozer, D4LGP Cat	Operator	\$92.00	
Dozer, D5C Cat	Operator	\$110.00	
Dozer, D6H Cat	Operator	\$120.00	
Dozer, D7H Cat w/Rippers	Operator	\$143.00	
Dozer, D8L Cat w/Rippers	Operator	\$194.00	
Dump Truck, 6 Wheel	Driver	\$60.00	
Dump Truck, 10 Wheel	Driver	\$75.00	
Dump Truck, 10 Wheel w/25 Ton Pintle Hitch	Driver	\$85.00	
Dump Truck, 14 Wheel	Driver	\$95.00	
Excavator, 220 Komatsu	Operator	\$131.00	
Excavator, 220 Komatsu w/Hammer	Operator	\$262.00	
Excavator, 301 Cat	Operator	\$72.00	
Excavator, 301 Cat w/Hammer	Operator	\$144.00	
Excavator, 303 Cat	Operator	\$78.00	
Excavator, 303 Cat w/Hammer	Operator	\$154.00	
Excavator, 305 Cat	Operator	\$82.00	
Excavator, 305 Cat w/Hammer	Operator	\$164.00	
Excavator, 308 Cat	Operator	\$92.00	
Excavator, 308 Cat w/Hammer	Operator	\$184.00	
Excavator, 312 Cat	Operator	\$93.00	
Excavator, 314 Cat	Operator	\$97.00	
Excavator, 314 Cat w/Hammer	Operator	\$194.00	
Excavator, 315 Cat	Operator	\$97.00	
Excavator, 320 Cat	Operator	\$115.00	
Excavator, 320 Cat w/Hammer	Operator	\$197.00	
Excavator, 321 Cat	Operator	\$115.00	
Excavator, 322L Cat	Operator	\$125.00	
Excavator, 322L Cat w/Hammer	Operator	\$210.00	
Excavator, 325 Cat w/Grapple or Bucket	Operator	\$131.00	
Excavator, 325 Cat w/Hammer	Operator	\$262.00	
Excavator, 329 Cat	Operator	\$131.00	
Excavator, 330 Cat	Operator	\$169.00	



## 2021 Equipment Rates

Description	Operated	Hourly Cost	Daily Cost
Excavator, 330 Cat w/Hammer	Operator	\$225.00	
Excavator, 345 Cat	Operator	\$199.00	
Excavator, 345 Cat w/ Hammer	Operator	\$287.00	
Excavator, 365C Cat	Operator	\$341.00	
Excavator, Bobcat Mini	Operator	\$78.00	
Generator, 480 Volt	No		\$310.00
Generator, 6500 Watt	No		\$79.00
Generator, Light Plant	No		\$100.00
Grader, 120G Cat w/Rippers	Operator	\$84.00	
Grader, 140H Cat	Operator	\$132.00	
Grader, 16G Cat	Operator	\$198.00	
Loader, 936 Cat w/Balderson Forks (2.9 yd <sup>3</sup> )	Operator	\$84.00	
Loader, 950 Cat	Operator	\$108.00	
Loader, 966G Cat	Operator	\$135.00	
Loader, 980G Cat (6.5 yd <sup>3</sup> )	Operator	\$160.00	
Loader, 988B/F Cat (8 yd <sup>3</sup> )	Operator	\$217.00	
Loader, John Deere Skip w/Gannon	Operator	\$80.00	
Reach Fork, 6000 lb	Operator	\$98.00	
Reach Fork, 10000 lb	Operator	\$116.00	
Reach Fork, 12000 lb	Operator	\$117.00	
Reach Fork, 6000 lb (Daily)	No		\$150.00
Reach Fork, 10000 lb (Daily)	No		\$200.00
Reach Fork, 12000 lb (Daily)	No		\$200.00
Scraper, 621 Cat	Operator	\$147.00	
Skid Steer, 226B Cat	Operator	\$70.00	
Skid Steer, 226B Cat w/Auger	Operator	\$100.00	
Skid Steer, 226B Cat w/Hammer	Operator	\$140.00	
Skid Steer, 257 Tracked	Operator	\$79.00	
Tools, Air Compressor , 185cc	No		\$125.00
Tools, Breaker, 90 lb	No		\$45.00
Tools, Cemet Mixer	No		\$75.00
Tools, Compactor, Jumping Jack	No	\$15.00	
Tools, Compactor, Plate	No		\$65.00
Tools, Compactor, Walk Behind	No		\$100.00
Tools, Concrete Pump, Mayco LS500	No		\$1,000.00
Tools, Demo Saw	No		\$100.00
Tools, Fusing Machine, 1" - 3" McElroy	No		\$130.00
Tools, Fusing Machine, 4" - 8" McElroy	No		\$250.00
Tools, Fusing Machine, 6" - 18" McElroy	No		\$350.00
Tools, Fusing Machine, 12" - 36" McElroy	No		\$649.00



## 2021 Equipment Rates

Description	Operated	Hourly Cost	Daily Cost
Tools, Fusing Machine, Data Logger	No		\$100.00
Tools, Incidental	No		\$27.00
Tools, Plasma Cutter	No		\$135.00
Tools, Power Grid Screening Plant	No	\$68.00	
Tools, Pressure Washer	No		\$200.00
Tools, Trash Pump, 2"	No		\$69.00
Tools, Trash Pump, 3"	No		\$79.00
Tools, Weld Machine, 30 Amp Miller	No		\$120.00
Tools, Weld Machine, 500 Amp Lincoln	No		\$135.00
Tools, Wood Chipper	No	\$56.00	
Trailer, Tools	No		\$225.00
Trailer, Water, 500 Gallon	No		\$137.00
Truck, Articulating, 735	Operator	\$155.00	
Truck, Flatbed, 24'	Driver	\$68.00	
Truck, Pickup	No	\$13.00	
Truck, Pickup w/45' Trailer	Driver	\$70.00	
Truck, Pickup w/Tools	No	\$20.00	
Truck, Pickup w/Trailer	No		\$164.00
Truck, Rock, 769C/D Cat, 35-40 Ton	Driver	\$137.00	
Truck, Tractor w/35 Ton Lowboy	Driver	\$98.00	
Truck, Tractor w/40' Flatbed Trailer	Driver	\$80.00	
Truck, Tractor w/Belly Dump	Driver	\$95.00	
Truck, Water, 2000 Gallon	Driver	\$62.00	
Truck, Water, 4000 Gallon	Driver	\$78.00	
Van	No	\$13.00	

### Equipment Notes

- \* Daily equipment rates do not include operator costs
- \* Equipment rates do not include mobilization/de-mobilization fees
- \* It may be necessary to assess a fuel surcharge if fuel costs exceed the calculated cost
- \* Fusing Machine rates do not include the pipe fitter to operate the machine
- \* Fuel consumption (by the gallon) will be charged on all rental equipment
- \* Consumables, materials, external rentals, and subcontractors will be cost plus 10%
- \* Operated equipment will be charged an additional fee equal to 50% of the operator's hourly rate when working overtime (\$21 for operators & \$19 for drivers)



## 2021 Labor Rates

Description	Straight Time	Overtime
Carpenter	\$46.00	\$69.00
Foreman	\$65.00	\$97.50
Grade Checker	\$46.00	\$69.00
Heavy Equipment Operator	\$42.00	\$63.00
Helper	\$45.00	\$67.50
Laborer	\$28.00	\$42.00
Mechanic	\$56.00	\$84.00
Pipefitter	\$55.00	\$82.50
Project Engineer/Doc Control	\$65.00	\$97.50
Project Manager	\$90.00	\$135.00
Safety Coordinator	\$55.00	\$82.50
Superintendent	\$70.00	\$105.00
Truck Driver	\$38.00	\$57.00
Welder/Ironworker	\$55.00	\$82.50

### Labor Notes

**Overtime:** Overtime rates apply when work exceeds 40 hours in a work week or 10 hours in a work day.

Overtime is paid at 1½ times the standard rate.

**Doubletime:** Doubletime rates apply when an employee has fallen into overtime status on an observed holiday.

Doubletime is paid at 2 times the standard rate.

**Callout:** Overtime rates apply for callouts after hours or weekends. After hours apply any time a callout occurs after the normal shift hours which are Monday-Thursday, 6am-4pm.

**Per Diem:** Per diem will be charged for out of town employees and will be billed at a flat rate of \$100 per day for each day worked.

**Standby:** Full rates apply for driver's and operator's standby time.

**Holiday:** Overtime rates apply for employees working on an observed holiday.

**SERVICE AGREEMENT NO. 06222021C**

**CONVENIENT MOBILE SERVICE, LLC.**

**POST WILDFIRE FLOOD MITIGATION  
DEBRIS REMOVAL**

**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 23 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Convenient Mobile Service, LLC of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **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.

The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.

Contractor Fee's: Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation)

(hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)

\$1,000,000

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

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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

All certificates required by this Contract shall be sent directly to Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501 or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – 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 June 23, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15- PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 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. 06222021C has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Tim R. Humphrey, Chairman

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

**CONVENIENT MOBILE SERVICE, LLC**

  
Signature

  
Print Name

## EXHIBIT "A"

 <b>2021 -EQUIPMENT RATES Local work</b> <b>VEHICLE &amp; EQUIPMENT</b>				
#	MODEL	Rate		NOTES
P1-P5	PICK-UP TRUCK'S	\$25.00	Per hour	
H100	FLATBED TRUCK	\$105.00	Per hour*	25K gvw
H200	DUMP TRUCK	\$105.00	Per hour*	7 yards / 25 gvw
H300	TOOL TRUCK	\$105.00	Per Day	
H400	WATER TRUCK 2K gallon	\$120.00	Per hour*	includes water
H600	DIGGER / CRANE TRUCK	\$165.00	Per hour*	
E10	SKID STEER	\$85.00	Per hour*	
A10	SKID STEER +DOZER BLADE	\$120.00	Per hour*	
A20	SKID STEER+ FORKS or GRAPPLE	\$90.00	Per hour*	
A30	SKID STEER + AUGER	\$115.00	Per hour*	
E20	VAC TRAILER 800 gallon	\$225.00	Per hour**	includes a 2 man labor crew
ER50	MINI EXCAVATOR	\$125.00	Per hour*	
ER51	DOZER	\$195.00	Per hour*	up to 14 size
ER52	BACKHOE	\$150.00	Per hour*	
MOB	MOBILIZATION FEE ROUND TRIP	\$200.00	R1	round trip
ER53	JACKHAMMER	\$90.00	day	heavy duty
ER58	ROCK DRILL	\$90.00	day	heavy duty
ER54	CONCRETE SAW	\$85.00	day	heavy duty
ER55	185 CFM AIR COMPRESSOR	\$200.00	day	heavy duty
ER56	COMPACTOR	\$150.00	day	hy-haul
E-30	CHAINSAW	\$40.00	day	
ER57	ROCK AUGER 18"	\$450.00	day	heavy duty
T1	EQUIPMENT TRAILER	\$200.00	day	
T4	FUEL TRAILER	\$200.00	day	100G-GAS /100G-DIESEL
W100	WELDER	\$180.00	day	250 AMP
E40	AIR COMPRESSOR	\$45.00	day	
G5	GENERATOR	\$75.00	day	
CM-1	CEMENT MIXER	\$75.00	day	
Equipment rates do NOT include mobilization/demobilization fees Rental for any equipment not available from CMS & Consumables materials and subcontractors will be cost plus 15% <b>***PRIORITY 1/AFTER HOURS/ HOLIDAY = CHARGED @ DOUBLE RATES***</b> Per hour* rates INCLUDE 1 operator/laborer All other additional labor rates will apply <b>ROC#326097</b> <b>138 S. Broad St. Globe, AZ 85501 928-793-7030</b>				



## 2021 MAN POWER RATES

Detail	Rate		Notes
Labor rates based on 40 hour Monday-Friday/ 8 hour day work week. Overtime applies to labor only			
Foreman	\$90.00	Per hour	
Equipment Operator	\$85.00	Per hour	
Mechanic	\$85.00	Per hour	
Welder	\$85.00	Per hour	
Truck Driver	\$85.00	Per hour	
Laborer	\$50.00	Per hour	
OVERTIME ( after daily 8 hours , weekly 40 hours)	Time +1/2	Per hour	
PRIORITY 1/ AFTER HOURS/ HOLIDAY	DOUBLE RATE	Per hour	
(Immediate attention/ same day service)			

ROC#326097

**138 S. Broad St. Globe, AZ 85501 928-793-7030**

## EXHIBIT "A"

<div>  <div> <b>2021 -EQUIPIMNET RATES</b> <b>Local work</b> </div> </div> <b>VEHICLE &amp; EQUIPMENT</b>				
#	MODEL	Rate		NOTES
P1-P5	<b>PICK-UP TRUCK'S</b>	\$25.00	Per hour <sup>1</sup>	
H100	<b>FLATBED TRUCK</b>	\$105.00	Per hour*	25K gvw
H200	<b>DUMP TRUCK</b>	\$105.00	Per hour*	7 yards / 25gvw
H300	<b>TOOL TRUCK</b>	\$105.00	Per Day	
H400	<b>WATER TRUCK 2K gallon</b>	\$120.00	Per hour*	includes water
H600	<b>DIGGER / CRANE TRUCK</b>	\$165.00	Per hour*	
E10	<b>SKID STEER</b>	\$85.00	Per hour*	
A10	<b>SKID STEER +DOZER BLADE</b>	\$120.00	Per hour*	
A20	<b>SKID STEER+ FORKS or GRAPPLE</b>	\$90.00	Per hour*	
A30	<b>SKID STEER + AUGER</b>	\$115.00	Per hour*	
E20	<b>VAC TRAILER 800 gallon</b>	\$225.00	Per hour**	includes a 2 man labor crew
ER50	<b>MINI EXCAVATOR</b>	\$125.00	Per hour*	
ER51	<b>DOZER</b>	\$195.00	Per hour*	up to D4 Size
ER52	<b>BACKHOE</b>	\$150.00	Per hour*	
MOB	<b>MOBILIZATION FEE ROUND TRIP</b>	\$200.00	RT	round trip
ER53	<b>JACKHAMMER</b>	\$90.00	day	heavy duty
ER58	<b>ROCK DRILL</b>	\$90.00	day	heavy duty
ER54	<b>CONCRETE SAW</b>	\$85.00	day	heavy duty
ER55	<b>185 CFM AIR COMPRESSOR</b>	\$200.00	day	heavy duty
ER56	<b>COMPACTOR</b>	\$150.00	day	by-hand
E-30	<b>CHAINSAW</b>	\$40.00	day	
ER57	<b>ROCK AUGER 18"</b>	\$450.00	day	heavy duty
T1	<b>EQUIPMENT TRAILER</b>	\$200.00	day	
T4	<b>FUEL TRAILER</b>	\$200.00	day	100G-GAS /100G-DISEL
W100	<b>WELDER</b>	\$180.00	day	250 AMP
E40	<b>AIR COMPRESSOR</b>	\$45.00	day	
G5	<b>GENERATOR</b>	\$75.00	day	
CM-1	<b>CEMENT MIXER</b>	\$75.00	day	
<p>Equipment rates do NOT include mobilization/demobilization fees</p> <p>Rental for any equipment not available from CMS &amp; Consumables, materials and subcontractors will be cost plus 15%</p> <p>***PRIORITY 1/AFTER HOURS/ HOLIDAY = CHARGED @ DOUBLE RATES***</p> <p>Per hour* rates INCLUDE 1 operator/laborer All other additional labor rates will apply</p>				
<p align="center"><b>ROC#326097</b></p> <p align="center"><b>138 S. Broad St. Globe, AZ 85501 928-793-7030</b></p>				



**SERVICE AGREEMENT NO. 06222021D**

**DIXON ROCK AND MATERIALS, LLC**

**POST WILDFIRE FLOOD MITIGATION  
DEBRIS REMOVAL**

**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 24 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Dixon Rock and Materials, LLC of the City of Winkelman, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

**The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.**

Contractor Fee's: Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

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

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

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

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

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

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

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

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

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

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

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



3. **Automobile Liability**

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

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

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

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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - 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 or designee and remains in effect June 23, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15- PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 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. 062220211) has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Tim R. Humphrey, Chairman

Date: 06-24-2021

DIXON ROCK AND MATERIALS, LLC



Signature

John Dixon  
Print Name 6-24-2021

## EXHIBIT A

### Dixon Rock and Materials, LLC

219 N. Chicory Lane

Winkelman, AZ 85192

El Capitan

928-812-0508

### Rate Sheet

- Rates include operator

Item Description	Rate	Unit
1986 Kenworth Dump Truck (10-wheeler)	\$85.00	Per hour
Takeuchi Mini Excavator Model number TB235-2	\$85.00	Per hour
Caterpillar Back Hoe Model number 420F	\$85.00	Per hour
Laborer	\$30.00	Per hour

## Exhibit A

### Dixon Rock and Materials, LLC

219 N. Chicory Lane

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### Rate Sheet

- Rates include operator

Item Description	Rate	Unit
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Takeuchi Mini Excavator Model number TB235-2	\$85.00	Per hour
Caterpillar Back Hoe Model number 420F	\$85.00	Per hour
Laborer	\$30.00	Per hour



**SERVICE AGREEMENT NO. 06222021E**

**ODDONETTO CONSTRUCTION, INC.**

**POST WILDFIRE FLOOD MITIGATION  
DEBRIS REMOVAL**

**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 25 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Oddonetto Construction, Inc. of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **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.

**The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4” in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.**

**Contractor Fee's:** Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation)



(hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – 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 or designee and remains in effect June 25, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15– PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 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. 06222021E has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

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

Date: 6-29-2021

**ODDONETTO CONSTRUCTION, INC.**

  
\_\_\_\_\_  
Signature

Kimberly Oddonetto  
\_\_\_\_\_  
Print Name





## Labor & Equipment Rates - 2021

<b>Operated Equipment</b>	<b>Hourly Rate</b>
644 Loader	\$ 135.00
L110 Loader	\$ 140.00
966 Loader	\$ 150.00
Chainsaw	\$ 100.00
D5 Dozer	\$ 115.00
D6 Dozer	\$ 135.00
145 Excavator	\$ 125.00
314 Excavator	\$ 128.00
4k Water Truck	\$ 95.00
2k Water Truck	\$ 85.00
Gannon	\$ 90.00
Bobcat	\$ 85.00
12 Yd Dump Truck	\$ 90.00
Super 16 Dump Truck	\$ 105.00
Semi & Lowboy	\$ 120.00
*Pickup Truck	\$ 85.00
*Passenger Van	\$ 132.00

- Above Equipment Rates are Operated, Fueled and Lubed (unless otherwise noted with \*). \* Indicated a non-operated rate.
- Normal GET / Wear Metals are included in above rates. Excessive use due to high, abnormal abrasive material will be additionally billed.
- Mobilization and Demobilization of OCI owned equipment will be billed at \$120.00 / hr.
- Stand-by Rates will apply when applicable.
- Arizona Transaction Privilege Tax (Sales Tax) is expressly excluded from all rates and will be additionally billed, if applicable.
- Operated Equipment Overtime Hourly Rate (base rate plus \$20/hr.) shall apply to any / all hours over forty (40) hours per work week (Sunday – Saturday) regardless of locations worked.
- Operated Equipment Holiday Hourly Rate (base rate plus \$60/hr.) shall apply to any / all hours worked on major holidays (e.g., New Year's Eve/Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve/Day, etc.).

<b>Labor Classification</b>	<b>Hourly Rate</b>
Laborer	\$ 30.00
Operator	\$ 40.00
Foreman	\$ 48.00
Superintendent	\$ 64.00

- Overtime Hourly Rate (base rate x 1.5) shall apply to any / all hours over forty (40) hours per work week (Sunday – Saturday) regardless of locations worked.
- Holiday Rate (base rate x 2.5) shall apply to any / all hours worked on major holidays (e.g., New Year's Eve/Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve/Day, etc.).

**SERVICE AGREEMENT NO. 06222021F**

**DALMOLIN EXCAVATING, INC.**

**POST WILDFIRE FLOOD MITIGATION  
DEBRIS REMOVAL**

**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 28 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Dalmolin Excavating, Inc. of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **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.

**The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.**

Contractor Fee's: Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or



damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – 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.

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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 or designee and remains in effect June 25, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15– PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 for completion of the projects as outlined in the Scope of Services.

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- Invoice Number
- Service Location
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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. 06222021F has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**



Tim R. Humphrey, Chairman

Date: 6-29-2021

**DALMOLIN EXCAVATING, INC., INC.**

  
Signature

Sr Tomerlin

Print Name

## Exhibit A

## 2021 DalMolin Equipment &amp; Man Power Rates

## DalMolin Owned Equipment Hourly Rates

Description	Equipment #	Quantity	Unit	Hourly	Daily
D3 Dozer CAT	D10	1	Each	\$75.00	
D4 Dozer CAT	D-70 D-80	1	Each	\$92.00	
D7 Dozer CAT	D-20 D-30	1	Each	\$143.00	
D8 Dozer CAT	D-40	1	Each	\$194.00	
D9N Dozer CAT	D-50	1	Each	\$280.00	
936C Loader / Forks / CAT	L-20	1	Each	\$84.00	
950 Loader CAT	L-30, 40, 50	1	Each	\$108.00	
966 Loader / Forks / CAT	L-60	1	Each	\$135.00	
980 Loader CAT	L-80 L-90	1	Each	\$160.00	
988F Loader CAT	L-10	1	Each	\$217.00	
416 Backhoe CAT	BH-20	1	Each	\$65.00	
420 Backhoe CAT	BH-30, BH-60	1	Each	\$70.00	
420 Backhoe w/ Hammer CAT	BH-30	1	Each	\$140.00	
426 Backhoe CAT	BH-10	1	Each	\$70.00	
140 H Blade CAT	B-30	1	Each	\$132.00	
140 G Blade CAT	B-10	1	Each	\$120.00	
120 G Blade CAT	B-20	1	Each	\$84.00	
16 G Blade CAT	B-50	1	Each	\$198.00	
CS-323C Smooth Drum Roller CAT	C-20	1	Each	\$80.00	
CB -563 Sheep Foot Roller CAT	C-10	1	Each	\$98.00	
Ingersoll Rand Double Drum Roller	DD-24	1	Each	\$65.00	
*Walk Behind Compactor		1	Each		\$100.00
815B Sheepsfoot Compactor w/ Blade	C-10	1	Each	\$114.00	
Mini Excavator Bobcat	TH-30	1	Each	\$78.00	
220 Excavator Komatsu	TH-15	1	Each	\$131.00	
220 Excavator w/ Hammer Komatsu	TH-15	1	Each	\$262.00	
301 Excavator CAT (Mini)	TH-35	1	Each	\$72.00	
301 Excavator w/ Hammer CAT (Mini)	TH-35	1	Each	\$144.00	
303 Excavator CAT	TH-45	1	Each	\$78.00	
308 Excavator CAT	TH-30	1	Each	\$84.00	
308 Excavator w/ Hammer CAT	TH-30	1	Each	\$168.00	
312 Excavator CAT	TH-60	1	Each	\$96.00	
314 Excavator CAT	TH-80	1	Each	\$97.00	
314 Excavator w/ Hammer CAT	TH-80	1	Each	\$194.00	
315 Excavator CAT	TH-10	1	Each	\$97.00	
320 Excavator CAT	TH-25 TH-70	1	Each	\$115.00	
320 Excavator w/ Hammer CAT	TH-25 TH-70	1	Each	\$197.00	
321 Excavator CAT	TH-55	1	Each	\$115.00	
322L Excavator CAT	TH-10	1	Each	\$125.00	
322L Excavator w/ Hammer CAT	TH-10	1	Each	\$210.00	
325L Excavator Bucket or Grapple CAT	TH-20 TH-40	1	Each	\$131.00	
325L Excavator w/ Hammer CAT	TH-20 TH-40	1	Each	\$262.00	
330 Excavator CAT	TH-35 TH-80	1	Each	\$164.00	
330 Excavator w/ Hammer CAT	TH-35 TH-80	1	Each	\$240.00	
330 Excavator w/ Rock Crusher CAT	TH-35 TH-80	1	Each	\$250.00	
345 Excavator CAT	TH-90	1	Each	\$199.00	
345 Excavator w/ Hammer CAT	TH-90	1	Each	\$287.00	
365 Excavator CAT	TH-90	1	Each	\$298.00	
735 Articulating Truck CAT	AT-10, 20, 30, 40, 50	1	Each	\$155.00	
769 C/D 35-40 Ton Rock Truck CAT	RT-454, 474, 484	1	Each	\$145.00	
773B 50 Ton Rock Truck CAT	RT-494	1	Each	\$165.00	
Description	Equipment #	Quantity	Unit	Hourly	Daily
6000 lb. Reach Fork Sky Track	RF-10	1	Each	\$98.00	
10,000 lb. Reach Fork		1	Each	\$116.00	
John Deere Skip Loader w/ Gannon	G-10, G-20	1	Each	\$80.00	
226B Skid Steer Loader CAT	SL-10	1	Each	\$70.00	
226B Skid Steer Loader w/ Hammer CAT	SL-10	1	Each	\$140.00	
226B Skid Steer Loader w/ Auger CAT	SL-10	1	Each	\$100.00	
242B Skid Steer Loader CAT	SL-30	1	Each	\$70.00	
242B Skid Steer Loader w/ Hammer CAT	SL-30	1	Each	\$140.00	



242B Skid Steer Loader w/ Auger CAT	SL-30	1	Each	\$100.00	
257 Tracked Skid Steer CAT	SS-30	1	Each	\$79.00	
259B Tracked Skid Steer CAT	SL-50	1	Each	\$79.00	
259B Tracked Skid Steer w/ Hammer CAT	SL-50	1	Each	\$158.00	
259B Tracked Skid Steer w/ Auger CAT	SL-50	1	Each	\$100.00	
277 Tracked Skid Steer CAT	SL-40	1	Each	\$86.00	
Power Grid 2 Deck Screen	PS-10 PS-20	1	Each	\$80.00	
Static Grizzly Screen		1	Each	\$25.00	
14 Ton Truck Mounted National Crane	T-20 T-35	1	Each	\$90.00	
17 Ton Truck Mounted Terex Crane	T-56	1	Each	\$109.00	
Truck Tractor Number that will be with Trailers as listed below		T-2, 3, 8, 10, 14, 51, 52, 55			
Truck Tractor & Lowboy Trailer 50 or 35 Ton	TR-10, TR-27	1	Each	\$109.00	
Tractor w/ Belly Dump Trailer	TR-18, 40, 41	1	Each	\$92.00	
Tractor w/ End Dump Trailer	TR-44	1	Each	\$92.00	
Tractor w/ 40' Flatbed	TR-13, TR-36,	1	Each	\$90.00	
Super 14 Dump Truck	T-38, 39, 41, 43, 48	1	Each	\$90.00	
Super 14 Dump Truck w/Pennel Hitch Trailer	T-38, 39, 41, 43, 48	1	Each	\$109.00	
10 Wheel Dump Truck	T-12	1	Each	\$65.00	
10 Wheel Dump Truck w/25 ton Pennel Hitch Trailer	T-41	1	Each	\$80.00	
8 Yard Singel Axe Dump Truck	T-7	1	Each	\$60.00	
Flat Bed Truck 24, 16, 12	T-15, 21, 59	1	Each	\$68.00	
2000 Gallon Water Truck	T-34	1	Each	\$65.00	
4000 Gallon Water Truck	T-11, 19, 42	1	Each	\$80.00	
Water Buffalo (DAILY)	TR-28	1	Each		\$137.00
Weld Truck w/ Welder	P-41	1	Each	\$72.00	
Service/Fuel Truck w/ Operator	P-19	1	Each	\$73.00	
Mechanics Truck w/ Mechanic	T-23	1	Each	\$77.00	

Pick Up Truck Numbers Used alone or with Trailers: P-1 thru P-20, 29, 30, 38, 42, 43, 44, 46, 47

* Pick Up Truck		1	Each	\$13.00	
* Pick Up Truck w/ Tools	P-9	1	Each	\$20.00	
*Pick Up w/ 35' Trailer (no chrg for truck)		1	Each		\$164.00
* Pick Up w/20' Trailer(no chrg for truck)	TR-11	1	Each		\$164.00
Pick Up w/45' Trailer(no charge for truck or driver)	TR-42	1	Each	\$70.00	4 hr minimum
* Tool Trailer	TR-50	1	Each		\$225.00
* Small Tools and Machinery - Chainsaw		1	Each		\$27.00
Concrete Demo Saw		1	Each		\$100.00
* Wood Chipper (without operator)	WC-10	1	Each	\$56.00	
* 90lb Breaker (without operator)		1	Each		\$45.00
* Jumping Jack Compactor (without operator)		1	Each	\$15.00	
Plate Compactor	PC-10, PC20	1	Each		\$65.00
Cement Mixer		1	Each		\$75.00
185 CFM Air Compressor		1	Each		\$125.00
Pressure Washer		1	Each		\$200.00
Welding Machine 300 Amp		1	Each		\$120.00
Welding Machine 500 Amp		1	Each		\$135.00
480 Volt Generator		1	Each		\$310.00
6500 Watt Generator	GN-10	1	Each		\$79.00
3" Trash Pump		1	Each		\$79.00
2" Trash Pump		1	Each		\$69.00
3" x 4" Rain for Rent Pump		1	Each		\$300.00
Light Plant	LP-20	1	Each		\$100.00
Concrete Pump Mayco 15500 GROUT PUMP		1	Each		\$1,000.00

\* Labor not included in this equipment rate, see below for labor

Fusing Machines	Equipment #	Quantity	Unit	Hourly	Daily
* 1"- 3" HDPE Fusing Machine <i>needs 6500W Gen.</i>		1	Each		\$130.00
* 4"- 8" HDPE Fusing Machine <i>Self Contained</i>		1	Each		\$250.00
* 6"- 18" HDPE Fusing Machine <i>Self Contained</i>	FM-20, FM-30	1	Each		\$350.00
* 18" - 36" HDPE Fusing Machine <i>needs 480V Gen.</i>		1	Each		\$649.00
* Data Logger (Upon Request)		1	Each		\$100.00

- Fusing Machine Rates do not include Pipefitter to operate the machine.

Please Note: Equipment Rates are operated, maintained and include OH & P, but no taxes.

Charge Driver  
Charge Driver

DAILY



- Equipment Rates do not include mobilization/demobilization fees.
- It may be necessary for DalMolin Excavating to assess a fuel surcharge if fuel costs exceed the calculated cost for the operation of the equipment.
- Rental for any equipment not available from DalMolin will be rental cost plus 10%.
- Fuel consumption (by the gallon) will be charged on all rental equipment.
- Tire wear will be charged at cost plus 10% on rental equipment that has a tire wear charge.
- Consumables, materials, and subs will be cost plus 10%.

**DalMolin Man Power Hourly Rates**

Description	Quantity	Unit of Measure	Straight	Overtime
Machinest w/Pickup and Tools	1	Hour	\$88.00	\$100.00
Machinest Only	1	Hour	\$44.00	\$66.00
Sr. Project Manager	1	Hour	\$80.00	\$120.00
Project Manager	1	Hour	\$70.00	\$105.00
Env. Health & Safety Director	1	Hour	\$65.00	\$97.50
Project Superintendent	1	Hour	\$65.00	\$97.50
Project Engineer	1	Hour	\$60.00	\$90.00
Field Superintendent	1	Hour	\$60.00	\$90.00
Env. Health & Safety Coordinator	1	Hour	\$50.00	\$75.00
Foreman	1	Hour	\$55.00	\$82.50
Welder	1	Hour	\$49.00	\$73.50
Welder w/Weld Truck	1	Hour	\$72.00	\$108.00
Pipefitter	1	Hour	\$49.00	\$73.50
Heavy Equipment Operator	1	Hour	\$42.00	\$63.00
Grade Checker	1	Hour	\$42.00	\$63.00
Mechanic	1	Hour	\$50.00	\$75.00
Mechanic w/Truck	1	Hour	\$77.00	\$115.50
Mechanic w/Truck in Field	1	Hour	\$100.00	\$150.00
Carpenter/Finisher	1	Hour	\$45.00	\$67.50
Machinest Helper	1	Hour	\$42.00	\$63.00
Oiler/Fuel Delivery/Service Machinery	1	Hour	\$32.00	\$48.00
Truck Driver	1	Hour	\$35.00	\$52.50
Laborer	1	Hour	\$32.00	\$48.00

Labor rates are based on a 40 hour work week, 4 days/10 hours day. Overtime applies to Labor Only NOT EQUIPMENT.

**SERVICE AGREEMENT NO. 06222021G**

**BARCON CORPORATION**

**POST WILDFIRE FLOOD MITIGATION  
DEBRIS REMOVAL**

**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 28 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Barcon Corporation of the City of Miami, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include ~~but not limited to backhoes, excavators, loaders, hand tools, and dump trucks~~ <sup>crew</sup>. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.

F.B. 628-21  
by office  
F.B. 628-21

**Contractor Fee's:** Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or

damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

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

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

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000  
Annual Aggregate \$2,000,000

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - 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 or designee and remains in effect June 25, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15– PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 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. 06222021G has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

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

Date: 6-29-2021

**BARCON CORPORATION**

  
\_\_\_\_\_  
Signature

FRED BARÓN  
Print Name





## EQUIPMENT & LABOR RATES

<u><b>Equipment</b></u>	<u><b>Hourly</b></u>	<u><b>Daily</b></u>
Pickup Truck	\$18.00	
Chainsaw		\$130.00
Small Hand Tools		\$120.00

<u><b>Labor</b></u>	<u><b>Hourly</b></u>
General Foreman	\$75.00
Chainsaw Operators	\$62.00
Laborer	\$39.00

Time & ½ for Holidays

Approved cost based on one (1) mobilization, additional mobilizations \$2000 per

Labor rates include – Ice, water, PPE

OH/PRO – 12%

**SERVICE AGREEMENT NO. 06222021H**

**IW FANSLER RESOURCES, LLC**

**POST WILDFIRE FLOOD MITIGATION  
DEBRIS REMOVAL**

**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 28 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and IW Fansler Resources, LLC, of the City of Claypool, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

**The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.**

**Contractor Fee's:** Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation)

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - 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 or designee and remains in effect June 25, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15– PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 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. 06222021H has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

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

Date: 6-29-2021

JW FANSLER RESOURCES, LLC

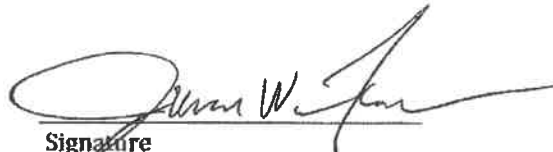
  
\_\_\_\_\_  
Signature  
James W. Fansler  
\_\_\_\_\_  
Print Name

Exhibit A      JW Fansler Resources LLC.  
P.O. Box 498  
Claypool, Az. 85532

Rate Sheet:

1250 Vermeer Wood Chipper – 2 Men - \$150.00  
per hour.

15 Ton Boom Truck & Operator - \$150.00 per  
hour.

Truck with Dump Trailer - \$300.00 per day

1 Man Running a Chain Saw - \$65.00 per hour  
(5 Men are Available Daily).

5 Man Barb-Wire Fence and Crew - \$6.64 per  
foot.



**SERVICE AGREEMENT NO. 062220211**  
**SULLIVAN PAVING, LLC**  
**POST WILDFIRE FLOOD MITIGATION**  
**DEBRIS REMOVAL**  
**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 30 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Sullivan Paving, LLC of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the 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.

The scope of services in the contract shall be for debris removal including dead and down vegetation, small diameter live vegetation up to 4" in diameter and trash. Equipment will include but not limited to backhoes, excavators, loaders, hand tools, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads and stream channels. Debris will be hauled away for disposal to existing brush pits or the Russell Gulch Landfill. Landfill fees associated with this cleanup will be waived. Pre and post photographs of the channels will be required. Additional work may include assisting Gila County in placing flood control structures to protect properties at risk. Gila County will be responsible for acquiring permission from the landowner to access their property.

Contractor Fees: Contractor's rate sheets "Attachment A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or

damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

Combined Single Limit (CSL)

\$1,000,000

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

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

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

All certificates required by this Contract shall be sent directly to Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501 or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 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 or designee and remains in effect June 25, 2021 through June 22, 2022. The contract can be renewed for up to four additional (1) year periods upon mutual agreement. Each year prior to renewal period contractor can submit a new rate sheet for price increase consideration.

**ARTICLE 15- PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$75,000.00 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. 06222021 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Tim R. Humphrey, Chairman

Date: 7-01-2021

SULLIVAN PAVING, LLC



Signature

Randall B. Sullivan

Print Name

Exhibit A

**CONTRACT & RATE SHEET FOR SULLIVAN PAVING****EQUIPMENT & OPERATORS COMBINED RATE, TRUCK & DRIVER  
COMBINED RATE, PICKUP NO DRIVER**

PICKUP TRUCK	\$ 24.75 PER HR.
14 WHEEL DUMP TRUCK	\$ 107.80 PER HR.
TRANSPORT TRUCK& TRAILER	\$ 152.90 PER HR.
LOADER 4 YD	\$ 130.10 PER HR.
BACKHOE	\$ 99.00 PER HR.
140H MOTO GRADER	\$ 134.67 PER HR.
D6H DOZER	\$ 151.80 PER HR.
WATER TRUCK	\$ 77.05 PER HR.
SKIDSTEER	\$ 85.22 PER HR.
CHAINSAW	\$ 39.35 PER HR
ANY/ALL SMALL HAND TOOLS	\$ 38.50 PER DAY
LABORER	\$ 36.30 PER HR.



**PROFESSIONAL SERVICES CONTRACT NO. 06232021**

**POST WILDFIRE INFRASTRUCTURE DAMAGE ASSESSMENT-INDEPENDENT CONTRACTOR**

**ADMINISTRATION**

**THIS AGREEMENT**, made and entered into this 23 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Cassie Waggoner, of the Town of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Assistant County Manager or designee.

**ARTICLE 2 - FEES:** As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor an hourly fee of:

- Services               \$20.00 per hour
- Mileage will be reimbursed at Arizona State Rate of \$.445 per mile

Specific responsibilities include:

- Assist ranch permittee's in gathering data of damaged or destroyed ranching infrastructure due to the Telegraph, Mescal, and Backbone wildfires:
  - Inventory damaged or destroyed ranching infrastructure.
  - Prepare reports and assist permittee's with application for funding for lost/damaged/destroyed ranching infrastructure.
  - Provide (1) copy of all reports and inventories to Gila County staff.

**ARTICLE 3 - TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE 4 - INDEMNIFICATION CLAUSE:** As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program.

If either Party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice

and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

**ARTICLE 5 - INSURANCE REQUIREMENTS:** Any unforeseen circumstance which may relate to general commercial, automobile or professional liability insurance is the sole responsibility of the Contractor and the County is absolved from any and all liability for such.

**ARTICLE 6 - 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 this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

**ARTICLE 8 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 - ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**ARTICLE 12 - GOVERNING LAW** This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws

**ARTICLE 13- TERM:** The term of the contract shall commence on the date it is signed and remains in effect for one year thereafter, unless terminated, cancelled, or extended as otherwise provided herein. The Contract may be renewed upon mutual agreement for one (1) additional (1) year period.

**ARTICLE 14 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$15,000 for services, *if required during the term of this contract.*



**PROFESSIONAL SERVICES CONTRACT NO. 06232021**

**POST WILDFIRE INFRASTRUCTURE DAMAGE ASSESSMENT-INDEPENDENT CONTRACTOR**

**ADMINISTRATION**

**THIS AGREEMENT**, made and entered into this 23 day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Cassie Waggoner, of the Town of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Assistant County Manager or designee.

**ARTICLE 2 - FEES:** As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor an hourly fee of:

- Services               \$20.00 per hour
- Mileage will be reimbursed at Arizona State Rate of \$.445 per mile

Specific responsibilities include:

- Assist ranch permittee's in gathering data of damaged or destroyed ranching infrastructure due to the Telegraph, Mescal, and Backbone wildfires:
  - Inventory damaged or destroyed ranching infrastructure.
  - Prepare reports and assist permittee's with application for funding for lost/damaged/destroyed ranching infrastructure.
  - Provide (1) copy of all reports and inventories to Gila County staff.

**ARTICLE 3 - TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE 4 - INDEMNIFICATION CLAUSE:** As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program.

If either Party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice

and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

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**ARTICLE 12 - GOVERNING LAW** This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws

**ARTICLE 13- TERM:** The term of the contract shall commence on the date it is signed and remains in effect for one year thereafter, unless terminated, cancelled, or extended as otherwise provided herein. The Contract may be renewed upon mutual agreement for one (1) additional (1) year period.

**ARTICLE 14 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$15,000 for services, *if required during the term of this contract.*





**ARF-6755**

**Consent Agenda Item 4. A.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Bradley Beauchamp, County Attorney

Submitted By: Athena Gooding, Legal Secretary, Lead

Department: County Attorney

Fiscal Year: 2021-2022

Budgeted?: Yes

Contract Dates July 1, 2021 - June

Grant?: Yes

Begin & End: 30, 2022

Matching Yes

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Arizona Criminal Justice Commission Drug, Gang and Crime Control  
Grant Agreement No. DC -22-023

Background Information

Agreement No. DC-022-023 - This grant has been in effect for 35 years and it is also known as the Byrne Prosecution Grant. This grant assists with funding a full-time prosecutor for drug and violent crime prosecution.

The total to be paid by the Commission under this Grant Agreement shall not exceed:

State: \$31,060.90

Federal: \$24,404.99

Match: \$18,488.63

Grand Total: \$73,954.52

This grant requires a match in the amount of \$18,488.63 which will come from the County's General Fund.

Evaluation

Agreement No. DC-22-023 - The Drug, Gang and Crime Control Grant is essential to provide funding for the salary and benefits of a prosecutor who works in tandem with the Gila County Narcotics Task Force.

Conclusion

Agreement No. DC-22-023 - The Drug, Gang and Crime Control Program allows state, county, local and tribal governments to support activities that combat drugs, gangs, and violent crime. This grant provides a significant portion of the funding for a full-time prosecutor to work in tandem with the Gila County Narcotics Task Forces in an effort to curb crime in Gila County through investigation, arrest, and prosecution.

#### Recommendation

Agreement No. DC-22-023 - That the Gila County Board of Supervisors approve the Arizona Criminal Justice Commission Drug, Gang and Crime Control Grant Agreement in the amount of \$73,954.52. The Chairman's signature is required.

#### Suggested Motion

Approval for the Board Chairman to electronically sign Arizona Criminal Justice Commission FY 2020 Drug, Gang and Crime Control Grant Agreement No. DC-22-023 in the amount of \$73,954.52 for the period of July 1, 2021, to June 30, 2022.

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#### Attachments

DC-22-023 FY22 Award Letter- Gila Co. AO

DC-22-023 Gila Co. Grant Agreement

DC-22-023 DGVCC Grant Agreement Instructions

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# Arizona Criminal Justice Commission

Jun 04, 2021

*Chairperson*

SHEILA POLK  
Yavapai County Attorney

*Vice-Chairperson*

STEVE STAHL, Chief  
Law Enforcement Leader  
City of Maricopa Police Department

ALLISTER ADEL  
Maricopa County Attorney

MARK BRNOVICH  
Attorney General

DAVID K. BYERS, Director  
Administrative Office of the Courts

LAURA CONOVER  
Pima County Attorney

GREG MENGARELLI  
City of Prescott

HESTON SILBERT, Director  
Department of Public Safety

CHRIS NANOS  
Pima County Sheriff

PAUL PENZONE  
Maricopa County Sheriff

DAVID SANDERS  
Pima County Chief Probation Officer

DAVID SHINN, Director  
Department of Corrections

MINA MENDEZ, Chairperson  
Board of Executive Clemency

VACANT  
County Supervisor

VACANT  
Former Judge

VACANT  
Sheriff

VACANT  
Chief

VACANT  
Chief

VACANT  
Chief

*Executive Director*  
Andrew T. LeFevre

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1146  
FAX: (602) 364-1175  
[www.azcjc.gov](http://www.azcjc.gov)

Attn: Bradley D. Beauchamp, Gila County Attorney  
Gila County Attorney's Office  
1400 E. Ash St.  
Globe, AZ 85501

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY22 CYCLE 35 Award,  
DC-22-023

Dear Bradley D. Beauchamp,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY22 CYCLE 35 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

**Grant Agreement and Other Required Documents:** Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

**Administrative and Financial Requirements:** In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

**Reporting:** Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/>.

**Office of Civil Rights Requirements:** Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOC information: <https://ojp.gov/about/offices/ocr.htm>.

If you have any questions, please contact Siyeni Yitbarek at [siyitbarek@azcjc.gov](mailto:siyitbarek@azcjc.gov) or 602.364.1163. Our office looks forward to the continued partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Vidale".

Tony Vidale, Deputy Director  
Drug, Gang, and Violent Crime Control Program



ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT

ACJC Grant Number DC-22-023

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Gila County Attorney's Office

Grantee's DUNS Number: 148942451

Grantee Period of Performance Start and End Date: 07/01/2021 to 06/30/2022

Amount of Federal Funds Obligated by this Agreement: \$24,404.99

Total Amount of Federal Funds Obligated to the Grantee: \$24,404.99

Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Total Amount of the Federal Award in this Agreement: \$3,493,965.00

Federal Award Identification Number (FAIN): BJA-2020-17276

Federal Award Date: 09/17/2020

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY2022 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

Law enforcement programs

Prosecution and court programs

Prevention and education programs

Corrections and community corrections programs

Drug treatment and enforcement programs

Planning, evaluation, and technology improvement programs

Crime victim and witness programs (other than compensation)

Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 4th day of June, 2021 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and GILA COUNTY, through GILA COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2021 and terminate on June 30, 2022. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty(60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty(30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Attn: Program Manager  
Arizona Criminal Justice Commission  
1110 W Washington St., Ste 230  
Phoenix, Arizona 85007

B. If to the GRANTEE:

Attn: Gila County Attorney, Bradley D. Beauchamp  
Gila County Attorney's Office  
1400 E. Ash St.  
Globe, AZ 85501

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

### APPROVED LINE ITEM PROGRAM BUDGET

<b>PERSONAL SERVICES</b>	
Salaries	\$56,548.80
Fringe Benefits*	\$17,405.72
<b>OVERTIME</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>PROFESSIONAL CONSULTANT &amp; CONTRACTUAL SERVICES</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>TRAVEL EXPENSES</b>	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
<b>EQUIPMENT</b>	
Capital	\$0.00
Non-Capital	\$0.00
<b>OPERATING EXPENSES</b>	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Additional Expenses	\$0.00
<b>TOTAL BUDGET</b>	<b>\$73,954.52</b>

**\*Reference the ACJC manuals for definition of approved fringe benefit.**

POSITIONS FUNDED: Deputy Gila County Attorney (0.7)

EQUIPMENT FUNDED:



7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$24,404.99 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$31,060.90 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$18,488.63.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment (GA) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link:** *e-CFR Navigation Aid* at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

### ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

### FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. **Link:** *OJP Financial Guide* at [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
- I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
- II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
- III. The arbitration shall be conducted in Maricopa County.
- IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
- V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
- VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.



VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, 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. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.



I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** *Audit Requirements for OJP Awards* at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** *2 C.F.R Part 200 for OJP Awards* at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the *Consolidated Appropriations Act, 2018* at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>.

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **Link:** *System for Award Management* at <https://www.sam.gov/SAM/>.

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. **Link:** *OJP Training Guide Principles for Grantees and Subgrantees* at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. BJA-2020-17276 awarded by the Department of Justice, Office of Justice Programs, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.



54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: **Link:** *Limited English Proficiency A Federal Interagency* at <http://www.LEP.gov>.

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. **Link:** <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>.

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).



60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. **Link:** <http://www.azcjc.gov/grants>.

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. **Link:** <http://niem.github.io/reference/specifications/>.

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.



68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

77. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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**ARIZONA CRIMINAL JUSTICE COMMISSION**  
**DRUG, GANG, AND VIOLENT CRIME CONTROL**  
**GRANT AGREEMENT CONTINUATION SHEET**  
**SPECIAL CONDITION(S)**

ACJC Grant Number DC-22-023

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.
6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
7. GRANTEE acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).
8. GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to COMMISSION in the manner(including within the timeframes) specified by COMMISSION in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act(GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, must be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.



## SPECIAL CONDITION(S) (Continued):

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). Task force members need only take the training once every four years. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpsso.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
13. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be accessed and submitted through the GRANTEE's Grants Portal "Attachment" section.
- a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in the ACJC Grants Portal at: <https://grantsportal.azcjc.gov>.
  - b. Benchmark Worksheet can be submitted through: <http://acjcreporting.azcjc.gov>.
  - c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at: <https://grantsportal.azcjc.gov>.
  - d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at: <https://www.bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.
14. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
15. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
16. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.
17. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
18. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.



## SPECIAL CONDITION(S) (Continued):

19. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at [www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx](http://www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx).

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

20. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

21. If the recipient is designated "high risk" by a federal grant-making agency currently or at anytime during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at [dcadmin@azcjc.gov](mailto:dcadmin@azcjc.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

22. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Criminal Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

SPECIAL CONDITION(S) (Continued):

23. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

24. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Authorized Official Initials: \_\_\_\_\_

Drug, Gang, and Violent Crime Control

ACJC Grant Number DC-22-023

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

**FOR GRANTEE:**\_\_\_\_\_  
Authorized Signatory\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name & Title\_\_\_\_\_  
Additional signature(s) if required by political subdivision\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name & Title**ATTEST:**\_\_\_\_\_  
Clerk\_\_\_\_\_  
Date

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

**Approved as to form and authority to enter into Agreement (Excluding non-profits):**\_\_\_\_\_  
Legal Counsel for GRANTEE\_\_\_\_\_  
Date

Debra Blair

\_\_\_\_\_  
Printed Name & Title**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**\_\_\_\_\_  
Appropriate A.R.S., Ordinance, or Charter Reference**FOR CRIMINAL JUSTICE COMMISSION:**\_\_\_\_\_  
Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission\_\_\_\_\_  
Date





## ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

### INSURANCE REQUIREMENTS EXHIBIT "A"

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or 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 and the governmental entity are free to purchase additional insurance.

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

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

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

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

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

## Exhibit "A" Page 2

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. 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 the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

**Certificate Of Completion**

Envelope Id: C315978EE129478D8DBE1D4745B310EB	Status: Sent
Subject: Please DocuSign: FY 2022 Drug Program Grant Agreement, DGVCC Grant Agreement Instructions	
Source Envelope:	
Document Pages: 27	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Siyeni Yitbarek
Time Zone: (UTC-07:00) Arizona	syitbarek@azcjc.gov
	IP Address: 208.87.239.180

**Record Tracking**

Status: Original	Holder: Siyeni Yitbarek	Location: DocuSign
6/8/2021 3:00:28 PM	syitbarek@azcjc.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Arizona Criminal Justice Commission	Location: DocuSign

**Signer Events****Signature****Timestamp**

Debra Blair  
dblair@gilacountyaz.gov  
Security Level: Email, Account Authentication (None)

Sent: 6/9/2021 8:39:16 AM  
Viewed: 6/18/2021 3:11:16 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/18/2021 3:11:16 PM  
ID: e6d93d82-23b0-4caa-9a0f-1b9656174311  
Company Name: Arizona Criminal Justice Commission

Jessica Scibelli  
jscibelli@gilacountyaz.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Andrew LeFevre  
alefevre@azcjc.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Debra Blair dblair@gilacountyaz.gov Security Level: Email, Account Authentication (None)	<b>VIEWED</b>	Sent: 6/8/2021 3:03:34 PM Viewed: 6/9/2021 8:38:14 AM Completed: 6/9/2021 8:39:16 AM
	Using IP Address: 104.255.78.248	

**Electronic Record and Signature Disclosure:**  
Accepted: 6/18/2021 3:11:16 PM  
ID: e6d93d82-23b0-4caa-9a0f-1b9656174311  
Company Name: Arizona Criminal Justice Commission

**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**



Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2021 3:03:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Arizona Criminal Justice Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov)

#### **To advise Arizona Criminal Justice Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Arizona Criminal Justice Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Arizona Criminal Justice Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

## **Drug, Gang, and Violent Crime Control (DGVCC) Grant Program**

### **Grant Agreement DocuSign Instructions**

Upon receipt of your FY22 Cycle 35 DGVCC Grant Agreement through DocuSign, it is imperative to review the following information outlined in the grant agreement document to ensure that all agency information is correct and that your agency is able to accept and comply with all terms and conditions of the contract. *PLEASE NOTIFY ACJC IF YOUR AGENCY CONTACT(S) DOES NOT RECEIVE A DOCUSIGN EMAIL TO COMPLETE THE EXECUTION OF YOUR GRANT AGREEMENT. THIS MAY BE DUE TO INTERNAL EMAIL OR FIREWALL SECURITY SETTINGS.*

- ☐ Please make sure to check your "JUNK MAIL" for the DocuSign Email containing the grant agreement to be executed. Designated signatories **MUST** use the email sent to them directly and not a copied email forwarded from another person/source.
- ☐ Grant Agreement (Please review the entire document and the instructions below)
- ☐ Approved line-item program budget
- ☐ Positions, Supplies, Equipment, Services, etc., approved for funding
- ☐ Report due dates and submission instructions- PLEASE REVIEW CAREFULLY AS THESE INSTRUCTIONS AND DOCUMENTS HAVE CHANGED FOR FY22 CYCLE 35
- ☐ Special Condition(s) Page
- ☐ Authorized signature page\*\*

\*\*In order to reduce paper use and to save processing time, ACJC has moved to an electronic signature process for grant agreements through DocuSign. Using an electronic signature process will allow for faster execution of grant agreements and, ultimately, getting funding to grant recipients earlier. As a grantee, you are not required to sign-up for the DocuSign service, only to utilize it in executing the DGVCC FY 22 Cycle 35 grant agreement document. Using the DocuSign service will allow ACJC to be more efficient and streamline our grant agreement process.

**The steps for processing grant agreements through DocuSign are simple:**

**-The PROJECT OFFICIAL will receive an email from ACJC through the DocuSign system. The PROJECT OFFICIAL can download grant agreement documents (if necessary) to process the Agreement through the usual approval process used by your agency's policy, such as running the Agreement through the chain of command or getting approval from the Board of Supervisors or City Council.\*\***

**-Once approved by the board or council, the PROJECT OFFICIAL will go back to the DocuSign link, click on it, and type in the name and email of the Authorized Signatory- (EX: agency head or designee, Board of Supervisor Chair, or Mayor, followed by the**



**Legal Counsel.\*\*)**

*\*\*Please note these steps/signatures are only necessary if your agency's internal policies require it in order to accept the conditions of an award or contract. Please provide a written (or emailed) notification to ACJC if one more more signature listed above is not required by your agency, or if an additional signature of approval/attestation must be added.*

**-The document will be electronically routed to those identified by the Project Official for their signatures. Upon all grantee signatures, the document will be sent automatically to the ACJC Executive Director for signature. Once all parties have signed the Agreement, copies will be sent to the Project Official and all signatories. We then have an executed grant agreement and can begin processing finance reports.**

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward it to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purpose of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are three (3) lines that must be completed (Non-Profit does not need Legal Council approval).

A. The first line is the signature of the individual **authorized to make agreements** for your governmental subdivision.

1. For County Offices, the Chairman of the County Board of Supervisors **must** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestment or certification of the signature by the Clerk of the Board, the agency MUST notify ACJC to add into DocuSign on the grant agreements the signature page.

2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestment or certification of the signature by the Clerk, the agency MUST notify ACJC to add into DocuSign on the grant agreements the signature page.

3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be returned to the Criminal Justice Commission.

4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.

5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must

sign the Agreement where indicated.

B. The line requesting the signature of the **Legal counsel for GRANTEE** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the Agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. This field is not required for non-profit organizations.

C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

## Steps to sign a DocuSign Document

DocuSign is an electronic document service that allows parties to an agreement to review a document and apply an e-signature to that document. DocuSign is a safe and secure way to electronically send and sign documents. You do not need the DocuSign service to sign a document. Please check your "JUNK MAIL" to ensure that the DocuSign email was received.

ACJC will send you a DocuSign email containing a link to your document.

Review the DocuSign email: Open the email and review the message from the sender. Click **REVIEW DOCUMENT** to begin the signing process.

Agree to sign electronically: Review the consumer disclosure, and select the checkbox **I agree to use Electronic Records and Signatures**.

**Important!** To view and sign the documents, you must agree to conduct business electronically.

**Note:** To view additional options, click the **OTHER ACTIONS** button on the right side of the page. Other Actions are options such as Decline to Sign if you want to decline to sign the document or Assign to Someone Else if you are not the appropriate person to sign the document.

Click **CONTINUE** to begin the signing process.

Start the signing process:

Click the **START** tag on the left to begin the signing process. You are taken to the first tag requiring your action.

Click the **SIGN** tag. If this is the first time you are using DocuSign, You are asked to Adopt Your Signature.

*To Adopt your initials and signature:*

To adopt your initials and signature, verify that your name and initials are correct. If not, change them as needed. Click on Choose Change Style to see a variety of signature and initial styles.

You can also choose to draw your own signature and initials or upload a signature and initials.

Once you have made your choice, Click **ADOPT AND SIGN** to adopt and save your signature information and return to the document.

*Sign the document:*

After reviewing the document you are now ready to sign the document. Click on all of the signature tags to place your initials or signature on the document. If you miss one and try to submit, you will be taken to the tags that still require a signature or initials.

For any red boxes in the document, type in the relevant information, such as your title.

*Confirm signing:*

When you finish clicking all signature tags in the document, confirm signing by clicking **FINISH**. A message appears stating that you have completed your document. You can now download a PDF copy or print a copy of the document. The sender receives an email with the signed document attached, and the signed document appears in their DocuSign account.

*Sign up for a DocuSign account:*

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**Finish**

This completes the process to sign a DocuSign document. If you have any questions, concerns, or problems with the DocuSign e-signature process, please contact your ACJC grant coordinator.

If you have any questions, please feel free to contact Siyeni Yitbarek at (602) 364-1163 or Ashley Mully at 602-364-1172 or email us at [dcadmin@azcjc.gov](mailto:dcadmin@azcjc.gov) for clarification.



**ARF-6739**

**Consent Agenda Item 4. B.**

**Special BOS Meeting**

Meeting Date: 07/13/2021

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Isabelle Hunt Memorial Public Library - Special Event Liquor License Application

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

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

Conclusion

This non-profit organization has properly completed the application and if the Board of Supervisors approves the application, the Isabelle Hunt Memorial Public Library will have used 1 day of the allowable 10 days to serve liquor at a special event in 2021.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Isabelle Hunt Memorial Public Library for a fundraising event to be held on October 16, 2021, at 6124 N. Randall Place located in Pine.

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Attachments

Isabelle Hunt - Application

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Arizona Department Liquor License and Control  
800 W Washington St. 5th Floor  
Phoenix, AZ 85007-2934  
[azliquor.gov](http://azliquor.gov)

602-542-5141

**DLLC USE ONLY**

Job #:
Date Accepted:
CSR:
License #:

**SPECIAL EVENT LICENSE APPLICATION  
FEE \$25.00 PER DAY**

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852  
1-10 days consecutive days only, Cash, Checks or Money Orders Only

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Hubbs, Nancy
2. Applicant's mailing address: PO Box 229 Pine AZ 85544  
Street City State Zip
3. Applicants home/cell phone: 480-399-3310 Applicant's business phone: 928-476-3678
4. Applicant's email address: ~~pine~~ pinepubliclibrary@gmail.com

**SECTION 2** Name of Non-Profit Organization, Candidate or Political Party/Gov.: Isabelle Hunt Memorial Public Library

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 86-030811

**SECTION 4** Event Location: 6124 N. Randall Place, Pine, AZ 85544

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
See A.R.S. § 4-244(15) and (17) for legal hours of service.

**\*\*SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY\*\***

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10.16.2021</u>	<u>Saturday</u>	<u>3pm</u>	<u>7pm</u>
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

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

Number of Police 2 Number of Security Personnel ☐ Fencing ☒ Barriers

Explanation: Gila county sheriff posse (volunteers)  
Library parking lot will be roped off for  
the safety of all attendees  
7<sup>th</sup> Annual event

**SECTION 7** Will this event be held on a currently licensed premises and within the already approved premises?

☐ Yes ☒ No If yes, Local Governing Body signature is not required.

Phone (Include Area Code) \_\_\_\_\_

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use  
☐ Dispense and serve all spirituous liquors under retailer's license  
☒ Dispense and serve all spirituous liquors under special event  
☐ Split premise between special event and retail location

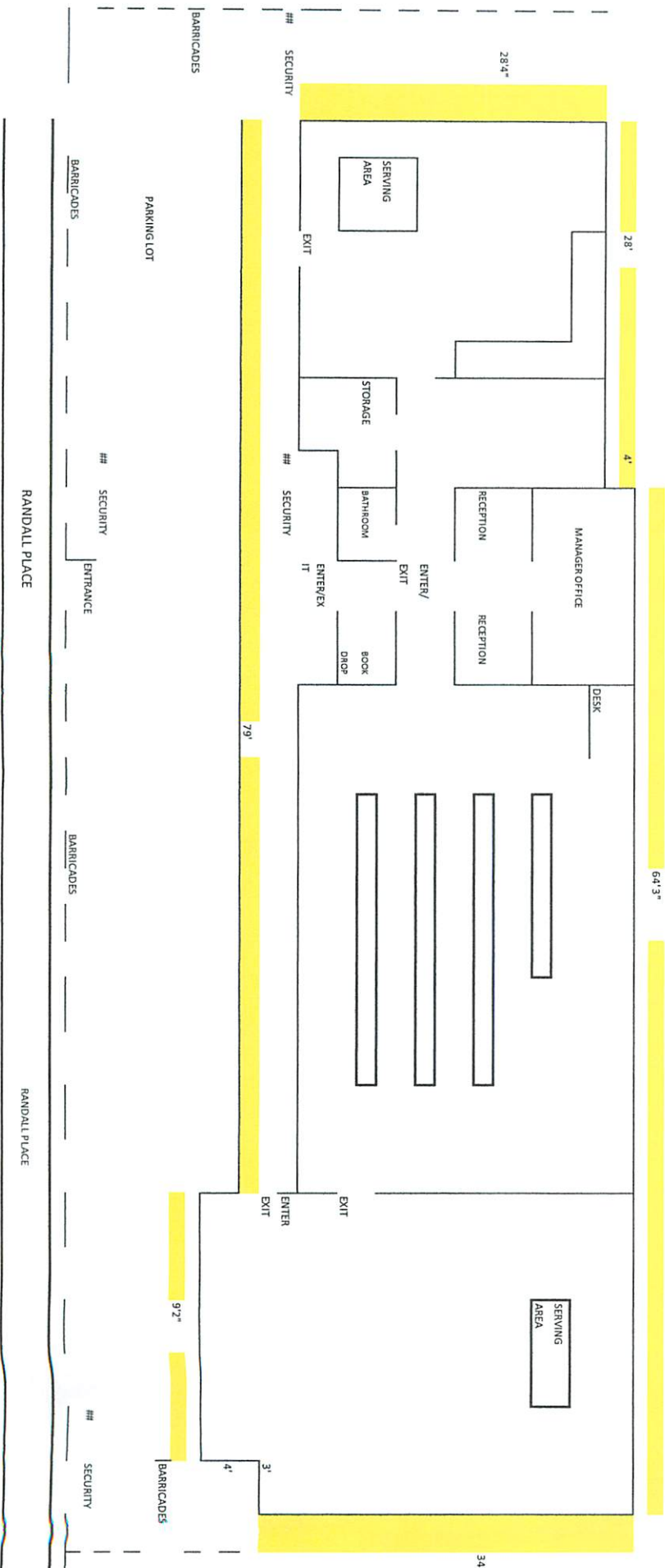
**SECTION 9** What is the purpose of this event?

☒ On-site consumption    ☐ Off-site (auction/wine/distilled spirits pull)    ☐ Both

## SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
☐ Yes ☒ No If yes, attach explanation.
2. How many special event days have been issued to this organization during the calendar year? 0
3. Is the Organization using the services of a Licensed Contractor?  
☐ Yes ☒ No If yes, please provide the Name of the Licensed Contractor: \_\_\_\_\_
4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?  
☐ Yes ☒ No If yes, please provide the Name of Licensee: \_\_\_\_\_ License #: \_\_\_\_\_
5. The applying non-profit organization must receive 25% of the gross revenues of the total liquor sales. List the names of the individuals or organizations who will receive the rest of the proceeds, **MUST EQUAL 100%**.
- Name: Isabelle Hunt Memorial Public Library Percentage: 100
- Address: 6124 N. Randall Place Pine AZ 85544  
Street City State Zip
- Name: \_\_\_\_\_ Percentage: \_\_\_\_\_
- Address: \_\_\_\_\_  
Street City State Zip

ISABELLE HUNT MEMORIAL PUBLIC LIBRARY  
PO BOX 229  
6124 RANDALL PLACE, PINE, AZ 85544





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

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

**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

**SIGNATURE**

I, (Print Full Name) Nancy Hubbs hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Nancy Hubbs

**GOVERNING BOARD**

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

I, \_\_\_\_\_ recommend ☐ APPROVAL ☐ DISAPPROVAL  
(Government Official) (Title)

On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**DLLC USE ONLY**

☐ APPROVAL ☐ DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

**ARF-6784**

**Consent Agenda Item 4. C.**

**Special BOS Meeting**

**Meeting Date:** 07/13/2021

**Reporting Period:** July 6, 2021

**Submitted For:** Marian Sheppard, Clerk of the Board

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

Board of Supervisors' July 6, 2021, Meeting Minutes.

**Suggested Motion**

Approval of the Board of Supervisors' July 6, 2021 meeting minutes.

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**Attachments**

07-06-2021 Meeting Minutes

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**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: July 6, 2021

**TIM R. HUMPHREY**

Chairman

**MARIAN SHEPPARD**

Clerk of the Board

**STEVE CHRISTENSEN**

Vice-Chairman

By: Marian Sheppard  
Clerk of the Board

**WOODY CLINE**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey, Chairman; Steve Christensen, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: Jacque Sanders, Deputy County Manager and District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney and Civil Bureau Chief; Jessica Scibelli, Deputy County Attorney Senior; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION**

Chairman Humphrey called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Adam Shepherd led the Pledge of Allegiance and Jefferson Dalton delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Public recognition of four employees through the County's Spotlight on Employees Program, as follows: Helene Lopez, Janet Ostrom, Leslie Johnson, and Elizabeth Lopez.**

Erica Raymond, Human Resources Assistant Senior, read aloud a letter of nomination for Helene Lopez, Janet Ostrom, and Leslie Johnson. Ms. Lopez has been with the County for 10.3 years; Ms. Ostrom has been with the County for 8.3 years, and Ms. Johnson has been with the County for 3.1 years. They are employed with the Community Services Department. A gift card was presented to each of the employees. Mr. Raymond then read a letter of nomination submitted by Steve Sanders, Public Works Department Director, for Elizabeth Lopez. Ms. Lopez has been with the Recorder's Office for 1.8 years. A gift card was also presented to her. Each Board member thanked Ms. Lopez, Ms. Ostrom, Ms. Johnson, and Ms. Lopez for their service to Gila County.



**B. Presentation of April 30, 2021 Gila County financial data as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance.**

Maryn Belling, Finance Department Budget Manager, presented the monthly update of the County's financial status as of April 30, 2021. Highlights are as follows:

**April 30, 2021 Summary**

**General Fund Revenue:**

At the end of April 2021, Gila County's General Fund revenues were at 87% of the annual budget compared to a 10-month target of 83%. In total, Fiscal Year (FY) 2021 year-to-date (YTD) revenues are \$4,172,681.97 more than the same year-to-date revenues for FY 2020.

Top 5 revenue line items experiencing an increase compared to the 2020 FY at 4/30 are:

Property Taxes – due to increases in centrally assessed values and timing of large payer payments	\$2,883,049.55
Auto Lieu Tax (VLT)	\$290,003.97
Excise Tax	\$671,753.59
State Shared Sales Tax	\$274,349.93
Miscellaneous*	\$313,161.09

Top 5 revenue line items experiencing a decrease compared to the 2020 FY year at 4/30 are:

Investments	(\$44,043.37)
Federal PILT (Payment in Lieu of Taxes)	(\$91,788.00)
Charges for Services - Public Safety	(\$159,545.09)
Intergovernmental Agreements	(\$126,249.15)
State Grants	(\$130,873.92)

**General Fund Expenditure:**

General Fund expenditures excluding encumbrances at 4/30/2021 are 73% of the budget compared to an 83% YTD target and \$449,192 lower than 4/30/2020.

Gila County General Fund departments continue to align with the Gila County Strategic Plan priorities including responsible resource management, robust communication, and safety.

**\*Miscellaneous Revenue Detail:**

The total miscellaneous revenue for the General Fund as of 4/30/2021 is \$651,999.35 compared to \$338,838.26 as of 4/30/2020. A chart of the extraordinary transactions for 2021 FY which comprise 90% of the year-to-year differences is listed in the staff report for this item. The majority of the 2020 FY amount was \$250,000 for Elected Officials Retirement Plan Circuit Breaker from the State of Arizona – that same amount has been received in FY 2021. The Board thanked Ms. Belling for the presentation.

**C. Presentation of May 31, 2021, Gila County financial data as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance.**

Ms. Belling presented the monthly update of the County’s financial status as of May 31, 2021. Highlights are as follows:

**May 31, 2021 Summary**

**General Fund Revenue:**

At the end of May 2021, Gila County’s General Fund revenues were at 94% of the annual budget compared to an 11-month target of 92%. In total, Fiscal Year (FY) 2021 year-to-date (YTD) revenues are \$4,011,249.92 more than the same year-to-date revenues for FY 2020.

Top 5 revenue line items experiencing an increase compared to the 2020 FY at 5/31 are:

Property Taxes – due to increases in centrally assessed values and timing of large payer payments	\$2,952,460.88
Auto Lieu Tax (VLT)	\$365,523.59
Excise Tax	\$395,162.43
Non-Business Licenses & Permits	\$149,200.51
Miscellaneous*	\$309,652.02

Top 5 revenue line items experiencing a decrease compared to the 2020 FY year at 5/31 are:

Investments	(\$42,162.87)
Federal PILT (Payment in Lieu of Taxes)	(\$91,788.00)
Charges for Services - Public Safety	(\$152,275.56)
Intergovernmental Agreements	(\$79,368.92)
State Grants	(\$149,296.65)

**General Fund Expenditure:**

General Fund expenditures excluding encumbrances at 5/31/2021 are 80% of the budget compared to a 92% YTD target and \$1,024,634.14 lower than 5/31/2020.

Gila County General Fund departments continue to align with the Gila County Strategic Plan priorities including responsible resource management, robust communication, and safety.

**\*Miscellaneous Revenue Detail:**

The total miscellaneous revenue for the General Fund as of 5/31/2021 is \$653,818.12 compared to \$309,652.02 as of 5/31/2020. A chart of the extraordinary transactions for 2021 FY which comprise 90% of the year-to-year differences which is listed in the staff report for this item. The majority of the 2020 FY amount was \$250,000 for Elected Officials Retirement Plan Circuit Breaker from the State of Arizona – that same amount has been received in FY 2021.

The Board commented that it was good to see that the County was doing well financially and thanked Ms. Belling for the presentation.

**Item 3 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt Resolution No. 21-07-01, the Judicial Administrative Fee Schedule beginning January 1, 2022.**

Jonathan Bearup, Superior Court Administrator, presented the following information. The judicial fee schedule would provide supplementary funding. Based upon modeling, the judicial fee schedule would generate approximately \$23,000-\$43,000 in total revenue to be split amongst the two Justice Courts. The fee schedule authorizes the establishment of two fees with corresponding funds: 1) the Justice Court Suspension/Default Fee; and 2) the Justice Court Enhancement Fee. The Justice Court Suspension/Default Fee would allow the Justice of the Peace to impose a fee of fifty dollars (\$50.00) on any criminal or civil traffic case in which a default judgment or suspension is issued. The Justice Court Enhancement Fee authorizes a twenty-dollar (\$20.00) fee on any civil or small claims case filing within the Justice Courts. Collections for either of these fees would be received by the Justice Courts and deposited with the County Treasurer in accordance with the Arizona Supreme Court's *Minimum Accounting Standards* and County policy. The implementation of a fee schedule would not compromise any citizen's "Access to Justice" as access is well-preserved in statute and other authority. Any filing fee is subject to the fee deferral and waiver provisions contained within the Arizona Code of Judicial Administration. Any fine imposed in a criminal or traffic case requires the judicial officer to make an "ability to pay" determination and thus any financial obligation cannot be overly onerous. The Justice Courts would also self-impose statutory spending guidelines to ensure that any funds collected are appropriately utilized. Mr. Bearup added that this fee schedule has the full approval and support of both Presiding Judge Timothy Wright and both Justices of the Peace.

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a Board motion on this item. Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 21-07-01. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to consider a liquor license application (County No. LL-21-03) submitted by Michael Anthony Dahling for a new Series 10 Beer and Wine License at Pine Provisions Deli & Bottle Shop, 6240 Hardscrabble Road, Pine; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted.**

Marian Sheppard, Clerk of the Board, advised that this application is for a new Series 10 liquor license. She added that Mr. Dahling has received an interim permit to operate from the Arizona Department of Liquor Licenses and Control, and she proceeded to review the internal review process. Ms. Sheppard stated that there weren't any issues pertaining to this application. Jacque Sanders, Deputy County Manager/District Librarian, advised that Mr. Dahling was present on YouTube should the Board have questions about this application.

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a Board motion on this item. Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously recommended that the Arizona Department of Liquor Licenses and Control approve this liquor license application.

#### **Item 4 - REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to approve the Gila County Sheriff's Office Deputy Pay Plan Steps Program and authorize the County Manager to sign the Wage and Salary Administration for Certified Law Enforcement Officers document to become effective July 1, 2021.**

Matthew Binney, Undersheriff, presented this item and he stated that Sheriff's Office staff have been working on this Pay Plan for over a year. He added that implementation of this Pay Plan will allow the Gila County Sheriff's Office to be on a level field with other Arizona counties and law enforcement agencies with respect to recruitment. The Pay Plan includes 9 steps for deputies, 6 steps for sergeants, and 2 steps for lieutenants.

The following information is contained in the staff report for this item, which was presented to the Board of Supervisors by Undersheriff Binney. The

purpose of the Wage and Salary Administration for Certified Law Enforcement Officers "GCSO (Gila County Sheriff's Office) Steps Program" is to establish compensation guidelines for Arizona Peace Officers Standards and Training Board (AZPOST) Certified Officers holding the rank of sworn Deputy Sheriff through sworn Lieutenant in order to encourage recruitment and retention; promote parity with other law enforcement officials, and maintain consistency in the market position so the County continues to have the engaged workforce needed to provide for the safety and security of all persons in Gila County. Each classification within the Deputy Sheriff series shall have an established market range and steps within each range determined based upon a review of comparable counties and cities consistent with Gila County Policy No. BOS-HRS-410-*Compensation Plan* and approved by the County Human Resources Interim Director in consultation with the Sheriff.

Vice-Chairman Christensen advised that there are 32 deputy positions and 8 of them are unfilled. Even though the budget will be increased by \$184,000 to implement this Pay Plan, he stated that the cost would be far higher to continually hire new recruits and provide the required training. He said that if the 8 positions were filled with new recruits, it could cost the County over \$1M to provide the required training. Undersheriff Binney agreed with Vice-Chairman Christensen. Supervisor Cline also agreed with Vice-Chairman Christensen.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved the Gila County Sheriff's Office Deputy Pay Plan Steps Program and authorized the County Manager to sign the Wage and Salary Administration Certification.

**B. Information/Discussion/Action to approve an Intergovernmental Agreement between the White Mountain Apache Tribe and Gila County for law enforcement services for a period of three years from the date of signing.**

Undersheriff Binney advised that the scope of work for this Intergovernmental Agreement (IGA) is the same as the previous IGA. (The initial IGA was approved by the Board of Supervisors on August 21, 2017.)

Sheriff J. Adam Shepherd commented on the timing of this agenda item being presented to the Board. He stated that a request was recently made for Sheriff's Office deputies to provide assistance on the White Mountain Apache reservation; however, that could not be done until this IGA is approved by the Board.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved the IGA with the White Mountain Apache Tribe as presented.

**C. Information/Discussion/Action to approve and authorize the Board Chairman to electronically sign the Drug, Gang, and Violent Crime Control Grant Agreement (FY 2022 Award Cycle 35-Grant No. DC-22-004) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$331,654 to provide continued funding for the Gila County Drug, Gang, and Violent Crimes Task Force for the period of July 1, 2021, through June 30, 2022, and authorize the Board Chairman to sign the Certifications and Assurances by the Chief Executive of the Applicant Government.**

Undersheriff Binney stated that on March 4, 2021, the Gila County Sheriff's Office electronically submitted a grant application to the Arizona Criminal Justice Commission (ACJC) in the amount of \$618,629.05 to provide continued funding for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crimes Task Force. (On May 4, 2021, the Board of Supervisors authorized the electronic submission of the grant application to the ACJC.) He added that notification was received from the ACJC of a grant award in the amount of \$331,654 (\$109,445.81 in federal funds, \$139,294.68 in state funds, and \$82,913.51 in matching funds from the County's General Fund) to provide continued funding for the Task Force for the period of July 1, 2021, through June 30, 2022.

Sarah White, Sheriff's Office Chief Administrative Officer, commented that each year the Sheriff's Office requests additional funding from the ACJC to increase the Task Force; however, that funding is not received. She added that the funding received allows the Sheriff's Office to retain its current number of Task Force members.

Supervisor Cline commented on the important services being provided by the Task Force and how the Task Force members are critical to the safety of the citizens. He offered his full support on any efforts to help secure additional funding.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved the Drug, Gang, and Violent Crime Control Grant Agreement (FY 2022 Award Cycle 36 – Grant No. DC-22-004).

**D. Information/Discussion/Action to approve Amendment No. 1 to Contract No. CTR055335 (formerly IGA2020-017) Gila County - Healthy People Healthy Communities in the amount of \$443,715 beginning July 1, 2021, through June 30, 2022, that is between the Arizona Department of Health Services and Gila County Health and Emergency Management Department which replaces Contract No. IGA20720-01 to continue providing services under the Healthy People, Healthy Communities Program.**

Michael O'Driscoll, Health and Emergency Management Department Director, advised that Amendment No. 1 to Contract No. CTR055335 with the Arizona Department of Health Services (ADHS) includes the requirement to establish a local Suicide Mortality Review Team to review suicides and develop suicide prevention recommendations for the community.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved Amendment No. 1 to Contract No. CTR055335.

**E. Information/Discussion/Action to authorize the Chairman of the Board of Supervisors to sign a Quit Claim Deed to quit claim all rights, title, and interest in the property (formerly the Gila County Animal Shelter) located at 700 W. Hackney Ave., Globe, Arizona, to the City of Globe.**

Mr. O'Driscoll requested the Board to table action on this agenda item to a future Board meeting. He stated that the Assessor's Office did some further research on this property and recently discovered a Quit Claim Deed dated in the year 1926 which may impact who owns the property. He added that the document is very hard to read, so that is the reason he needs additional time. He advised that it is possible that the County owns half of the subject property.

Vice-Chairman Christensen questioned the reason the County would "give away" the property versus selling it to the City of Globe. (For the reader – The old animal shelter building is located next to a cemetery owned by the City of Globe.) Mr. O'Driscoll replied that the City of Globe is running out of cemetery space which is used to bury Gila County residents. He stated, "We built a new shelter, and we would give it (the land) to the City in good faith because they need it. That was the direction (from the Board of Supervisors) that I received 4 to 5 years ago. The Assessor just found this document from 1926." Ms. Sanders stated, "Folklore says we had half interest in the land, not the building...We think the City owns half the land. We are trying to get to the end of what half of land do we own?" Vice-Chairman Christensen replied, "We are giving away value." Mr. O'Driscoll advised that when he verifies who owns the land, he will pass that information to County Manager James Menlove and Ms. Sanders, who in turn, will advise each Supervisor and obtain their input.

Vice-Chairman Christensen moved to table this agenda item to a future Board meeting. Supervisor Cline added, "We don't want to be in the cemetery business and the City really needs that property, so I think that is a good move to give it to them; whatever we have to give if we have anything. I second that (the motion as stated by Vice-Chairman Christensen). The motion passed by a unanimous vote of the Board.

**F. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 052421-Sub-Grantee for COVID-19 School Wraparound Support Services; award to the lowest, most responsive, responsible, and qualified company; and to authorize the Chairman's signature on the award; and to accept the Gila County ELC School Reopening grant award in the amount of \$828,927 for the period August 1, 2021 through May 31, 2022.**

Mr. O'Driscoll advised that this Request for Proposals was sent to 9 contractors; however, only one contractor responded. He recommended awarding a contract to WOWZA, LLC which met all bid specifications and offered a bid price at \$828,927.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously awarded Contract No. 052421 to WOWZA, LLC., in the amount of \$828,927.

**G. Information/Discussion/Action to adopt Resolution No. 21-07-02 authorizing the installation of regulatory signage at the intersection of S. El Camino and S. Obscure Way located in Inspiration Townsite of Claypool in Gila County.**

Thomas Goodman, County Engineer, advised that Public Works Department staff received numerous requests from homeowners in the area to assess the signage at the intersection and see if anything could be done to improve the safety of the subject intersection. Mr. Goodman along with other Public Works staff assessed the intersection for safety and determined that a stop sign is needed.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 21-07-02. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

**H. Information/Discussion/Action to adopt Human Resources Policy No. BOS-HRS-160 -Attendance, Holidays and Leave, which replaces Rule 23-Attendance, Holidays and Leave under the Gila County Merit System Rules and Procedures.**

Allyn Bulzomi, Interim Human Resources Department Director, advised that this County policy was compared to 6 Arizona counties. Revisions are being proposed to align Gila County with other counties. Mr. Bulzomi added that these revisions to the policy should help with the recruitment of Sheriff's Office deputies.



The following information is contained in the staff report for this item. Gila County leave accruals are significantly lower than other jurisdictions. Beginning vacation accruals in Gila County are 43% lower than the state average, and 40% lower for the maximum vacation accrual. Additionally, Gila County's beginning vacation leave accrual is 44% lower than the six (6) surrounding counties.

The average leave accruals for those counties not using Paid Time Off (PTO) are as follows:

Average Vacation Accrual	AZ Counties	Gila County
Beginning	4.403	3.08
Maximum	8.61	6.16

Leave time is one factor that potential applicants look at when searching for positions. More competitive accrual rates would assist in attracting applicants and assist in the retention of current employees.

The following changes to the policy are being proposed:

#### VI. Annual Leave.

##### A. Rate of Accrual.

1. Regular status full-time employees shall accrue annual time at the following rates:

Years of Continuous Service	Hours Per Pay Period	Hours Per Year	Approximate Days Per Year
<del>1 0 thru 4</del> thru 3	<del>3.08</del> 3.70	<del>80</del> 96.2	<del>10</del> 12
<del>5</del> 4 thru 9	4.62	120	15
7 thru 9	5.54	144.0	18
10 & over	<del>6.16</del> 6.46	<del>160</del> 168	<del>20</del> 21
Director level & chief deputies for elected officials shall receive 21 days per year.			

#### VII. Sick Leave

##### A. Rate of Accrual

1. Regular status full-time employees shall accrue sick leave at the rate of ~~ten (10)~~ twelve (12) days per year (three and ~~eight one-hundredths~~ seven-tenths [~~3.08~~ 3.70] hours per pay period). Maximum accrual is unlimited.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously adopted Policy No. BOS-HRS-160.

**I. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 031821-Michaelson Building Renovation to obtain bids from general contractors.**

Homero Vela, Deputy County Manager, advised that Linda Oddonetto, representing the City of Globe, was present. He asked Mark Warden, Facilities Management Department Construction Project Manager, to present information regarding this request. Mr. Warden presented the following information to the Board which is contained in the staff report for this item.

Gila County has owned a historic building in downtown Globe, AZ since October 1991. Built-in 1929, it is a two-story structure of over 7900 square feet constructed of concrete floors and masonry walls. The existing roof system consists of the original site-built trusses which over the years have become weak and structurally unsound due to numerous reoccurring leaks, prompting the need for an entirely new roof system. In 2017, the County decided to vacate the building by moving the County Attorney's Office staff in that building back to the Courthouse and Guerrero Building. During this time, Facilities has attempted to maintain this building with limited resources due to the uncertainty of the County's future needs of the building. In mid-2019, a joint venture was established between the City of Globe and Gila County to renovate the building to be used as a small business incubator. Freeport McMoRan and BHP Mining companies have both contributed funds to the architectural design and building project costs. At this point, the County is fully committed to this project and has 100% construction plans ready to go.

Vice-Chairman Christensen inquired as to the current value of the subject property to which Mr. Warden replied that it is valued at approximately \$100,000. Supervisor Cline commented that he is curious as to the bids that will be submitted considering that construction costs have recently risen by 30 percent.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously authorized the advertisement of Invitation for Bids No. 031821.

**J. Information/Discussion/Action to provide the results of the Public Surplus online auction for those properties that were deeded to the State of Arizona c/o Board of Supervisors in 2020; and to request authorization for the Chairman to sign Quit Claim Deeds for the sale of the following properties: 101-09-111A, 206-03-213, 206-18-047, 206-21-014, 207-09-122, 207-18-054, 207-28-075, and 208-02-499A.**

Ms. Sheppard advised that the Board of Supervisors did not conduct a live auction for those properties newly deeded to the State of Arizona in care of the Board of Supervisors in 2020 due to the COVID-19 pandemic. After considering the options, she determined that having an online auction would be the best solution and the County Manager agreed. Ms. Sheppard stated that she contacted the Pinal and Navajo Clerks of the Board as they recently

used Public Surplus to conduct their online auctions. The County has used Public Surplus in the past to conduct various auctions, so it was decided to utilize Public Surplus to sell these state tax-deeded properties. Once that arrangement was made, Ms. Sheppard stated that Melissa Henderson, Deputy Clerk of the Board, took the initiative to be responsible for learning the Public Surplus system, inputting all data into the system, answering questions from the public regarding the auction, and handling all transactions with Public Surplus. She publicly thanked Ms. Henderson for her efforts and advised the Board that Ms. Henderson would provide a report on the results of the auction.

Ms. Henderson advised that 14 properties were advertised for sale. All 14 properties were sold at the auction; however, several of the bidders defaulted on payment; therefore, only 8 properties were sold. A total of \$69,799.05 was collected and deposited with the County Treasurer on June 9, 2021. This resulted in a net profit of \$48,061.74 over the lien amount. The 8 properties are once again on the County's tax rolls. Ms. Henderson advised that the Treasurer is in the process of deeding additional properties this year to the State of Arizona in care of the Board of Supervisors. In addition, the Clerk of the Board's office will be establishing an online auction through Public Surplus to sell state tax-deeded properties that did not sell at previous Board of Supervisors' annual live auctions. Ms. Henderson added that it may take a while to establish the auction date due to the amount of data that she needs to input into the Public Surplus system.

Chairman Humphrey commented that conducting these auctions will add a lot of work for Ms. Henderson and Ms. Sheppard and he thanked them. Each Board member thanked Ms. Henderson for the report and her efforts.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously authorized the Chairman's signature on the Quit Claim Deeds for the sale of properties as listed in this agenda item.

Before asking for a motion on agenda item 5, Chairman Humphrey asked each Board member if there were any items that should be moved to the Regular Agenda for discussion and a separate action. Supervisor Cline replied that he did not wish for any items to be moved to the Regular Agenda; however, he did have a question on item number 5A. He asked if there were any local companies that bid on this contract. Mary Springer, Finance Department Director, advised that when the initial contract was awarded to Fuelco Energy, LLC, it included an option to renew the contract. This amendment provides for the contract to be renewed for one more year, so a new call for bids was not issued. Supervisor Cline thanked Ms. Springer for the explanation. There being no other requests or questions from the Supervisors, Chairman Humphrey asked for a Board motion on the Consent Agenda items.

**Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval of Amendment No. 2 to Contract No. 050619 to extend the contract term with Fuelco Energy, LLC from July 23, 2021 to July 22, 2022 for a not to exceed amount of \$900,000 for the continued provision of bulk fuel and lubricants at various Gila County locations.**

**B. Approval of Amendment No. 1 to Professional Services Contract No. 061220 with Michael B. Bernays, Attorney at Law, to extend the term of the contract for one additional year, from July 1, 2021 to June 30, 2022.**

**C. Approval of Amendment No. 1 to Professional Services Contract No. 0607201 with the Law Offices of Jonathan Warshaw to extend the term of the contract for one additional year, from July 1, 2021 to June 30, 2022.**

**D. Approval of a Special Event Liquor License Application submitted by the Pine/Strawberry Fuel Reduction, Inc. to serve liquor at the Mary Ellen Randall Horse Arena for a special event to be held on the following dates, September 17, 2021, and September 18, 2021.**

**E. Approval of a Special Event Liquor License Application submitted by the Rim Country Friends of Tonto Natural Bridge State Park for a special event to be held on September 18, 2021 at the Tonto Natural Bridge State Park located 10 miles north of Payson.**

**F. Approval of the Board of Supervisors' June 15, 2021 and June 19, 2021 meeting minutes.**

**G. Acknowledgment of the May 2021 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**H. Acknowledgment of the May 2021 monthly activity report submitted by the Recorder's Office.**

**I. Acknowledgment of the May 2021 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**J. Acknowledgment of the May 2021 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

**K. Acknowledgment of the May 2021 monthly activity report submitted by the Globe Regional Constable's Office.**

**L. Acknowledgment of the May 2021 monthly activity report submitted by the Payson Regional Constable's Office.**

**M. Acknowledgment of contracts and amendments under \$50,000 signed by the County Manager for the months of April and May 2021.**

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Consent Agenda items 5A-5M.

Before proceeding to address the following agenda item, Chairman Humphrey announced that City of Globe Mayor Al Gameros entered the meeting. He asked Mayor Gameros if he wished to address the Board, to which he declined.

**Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were not any comments from the public.

**Item 7 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.**

The Supervisors, Ms. Sanders, and Homero Vela, Assistant County Manager, provided a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 11:34 a.m.

APPROVED:

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Tim R. Humphrey, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-6699**

**Consent Agenda Item 4. D.**

**Special BOS Meeting**

**Meeting Date:** 07/13/2021

**Reporting Period:** For the month of June 2021

**Submitted For:** Allyn Bulzomi, HR and Risk Management  
Director-Interim

**Submitted By:** Erica Raymond, Human Resources Assistant Sr.

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**Information**

**Subject**

Human Resources Department Monthly Reports for June 2021.

**Suggested Motion**

Approval of the monthly activity reports submitted by the Human Resources Department for June 2021.

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**Attachments**

HR Summary Report

06/01/21 Human Resources Report

06/08/21 Human Resources Report

06/15/21 Human Resources Report

06/22/21 Human Resources Report

06/29/21 Human Resources Report

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## Summary

### Human Resources Action Items

Year To

Date

Jan-21

Feb-21

Mar-21

Apr-21

May-21

Jun-21

Jul-21

Aug-21

Sep-21

Oct-21

Nov-21

Dec-21

DEPARTURES	59	10	9	11	11	8	10						
NEW HIRES REGULAR STATUS	53	14	6	12	6	4	11						
NEW HIRES TEMPORARY STATUS	16	0	0	0	0	1	15						
END OF PROBATIONARY PERIOD	44	10	6	15	1	10	2						
DEPARTMENTAL TRANSFERS	28	7	4	7	5	1	4						
OTHER ACTIONS	70	3	39	14	7	4	3						
REQUEST TO POST	66	6	14	11	14	8	13						
Total Transactions	336	50	78	70	44	36	58	0	0	0	0	0	0



**HUMAN RESOURCES ACTION ITEMS**  
**JUNE 1, 2021**

**DEPARTURES:**

1. Hortencia Lovin – Health and Emergency Services – Public Health Nurse – 06/30/21 – Health Service(.50)/Expanded Lab Capacity(.50) Funds – DOH 01/26/15
2. Lynette Ortiz – Clerk of Superior Court – Associate Jury Commissioner – 05/28/21 – General Fund – DOH 10/17/16
3. Jody Spalink – Community Development – Permit Technician 1 – 05/11/21 – General Fund – DOH 04/26/21

**NEW HIRES:**

4. Yadira Soto – Community Development – Permit Technician 1 – 06/07/21 – General Fund – Replacing Jody Spalink
5. David Hornung – Sheriff's Office – Deputy Sheriff – 06/07/21 – General Fund – Replacing Kyle Parker

**OTHER ACTIONS:**

6. Allison Torres – Community Services – Social Services Case Manager – 05/31/21 – Various Funds – Change in hours from 32 to 40 hours a week

**REQUEST TO POST:**

7. Clerk of Superior Court – Associate Jury Commission – Vacated by Lynette Ortiz
8. Health and Emergency Services – Public Health Nurse – Vacated by Hortencia Lovin

**HUMAN RESOURCES ACTION ITEMS**  
**JUNE 8, 2021**

**DEPARTURES:**

1. Jonica Flores – Sheriff’s Office – Detention Officer – 06/10/21 – General Fund – DOH 12/14/15
2. Mark Gann – Public Works – Recycling and Landfill Supervisor – 06/15/21 – Recycling and Landfill Management Fund – DOH 10/12/09

**DEPARTMENTAL TRANSFERS:**

3. Casey Clifton – Community Development – From Zoning and Building Inspector – To Plans Examiner – 06/07/21 – General Fund – Replacing Mark Kaufman

**REQUEST TO POST:**

4. Public Works – Recycling and Landfill Supervisor – Vacated by Mark Gann
5. Public Works – Civil Engineer – New position
6. Community Development – Zoning and Building Inspector – Vacated by Casey Clifton

**HUMAN RESOURCES ACTION ITEMS**  
**JUNE 15, 2021**

**DEPARTURES:**

1. Allison Torres – Community Services – Social Services Case Manager – 07/07/21 – Various Funds – DOH 03/07/13
2. David Hornung – Sheriff's Office – Deputy Sheriff – 06/09/21 – General Fund – DOH 06/07/21

**NEW HIRES:**

3. Cathy Ruiz – Sheriff's Office – Deputy Sheriff – 08/02/21 – General Fund – Replacing Aaron Heck

**TEMPORARY HIRES TO COUNTY SERVICES:**

4. Emily Byington – Health and Emergency Services – Summer Youth Participant – 06/07/21 – Health Service Fund
5. Madelyn Greene – Health and Emergency Services – Summer Youth Participant – 06/07/21 – Health Service Fund
6. Gabriel Richardson – Elections – Summer Youth Participant – 06/07/21 – General Fund
7. Kaleb Watson – Sheriff's Office – Summer Youth Participant – 06/07/21 – General Fund
8. Angel Machado – Community Services – Summer Youth Participant – 06/07/21 – SNAP Fund
9. Aubrey Lopez - Finance – Summer Youth Participant – 06/07/21 – General Fund

**DEPARTMENTAL TRANSFERS:**

10. Taylor Mansoor – Probation – From Surveillance Officer – To Deputy Probation Officer 1 – 06/07/21 – General Fund – Replacing Garth Linkey
11. Robert Reilly – Public Works – From Road Maintenance and Equipment Operator – To Recycling and Landfill Equipment Operator Senior – 06/10/21 – From Public Works Fund – To Recycling and Landfill Management Fund – Replacing Rose Dice
12. Sharon Winters – Public Works – From Temporary Scalehouse Attendant – To Interim Recycling and Landfill Manager – 06/7/21 – Recycling and Landfill Management Fund – Temporary assignment

**OTHER ACTIONS:**

13. Chance Creasy – Sheriff's Office – Deputy Sheriff – 06/22/21 – General Fund – Extending probationary period an additional six months

**REQUEST TO POST:**

14. Community Services – Part-Time Administrative Assistant – Vacated by Leitha Griffin
15. Probation – Surveillance Officer – Vacated by Taylor Mansoor
16. Community Development – Chief Building Official – Vacated by Randy Pluimer

## **HUMAN RESOURCES ACTION ITEMS**

**JUNE 22, 2021**

### **DEPARTURES:**

1. Austin Livingood – Public Works – Road Maintenance and Equipment Operator – 06/17/21 – Public Works Fund – DOH 04/06/15
2. Eric Butler – Community Services – Temporary Mobile Crew – 05/30/21 – GEST Fund – DOH 08/01/97
3. David Falquez – Community Services – Temporary Mobile Crew – 05/30/21 – GEST Fund – DOH 08/27/12

### **NEW HIRES:**

4. Lisa Santa Maria – Library District – Library Clerk – 06/21/21 – Library Assistance Fund – FY21 position
5. Amanda Petty – Library District – Library Clerk – 06/21/21 – Library Assistance Fund – Replacing Mitzi Ochoa

### **TEMPORARY HIRES TO COUNTY SERVICES:**

6. Nicholette Lagunas – Library District – Summer Youth Participant – 06/21/21 – General Fund
7. Lyana Romero – Library District – Summer Youth Participant – 06/07/21 – Library Assistance(.20)/General(.80) Funds
8. Mackenzie Weaver – Public Works – Summer Youth Participant – 06/07/21 – Public Works Fund
9. Zachariah Messenger - Public Works – Summer Youth Participant – 06/07/21 – Public Works Fund
10. Ramon Guerrero - Public Works – Summer Youth Participant – 06/07/21 – Recycling and Landfill Management Fund
11. Daniel Boyce - Public Works – Summer Youth Participant – 06/07/21 – Fleet Management Fund
12. Reyna Curiel – Community Development – Summer Youth Participant – 06/07/21 – General Fund
13. Justin Boyce – Computer Services – Summer Youth Participant – 06/07/21 – General Fund

### **END PROBATIONARY PERIOD:**

14. Karen Aguero-Ponce – Health and Emergency Services – Public Health Immunization Coordinator – 06/08/21 – COVID-19 Immunizations Fund
15. Nicole Barrett – Health and Emergency Services – Public Health Immunization Coordinator – 06/08/21 – COVID-19 Immunizations Fund

### **REQUEST TO POST:**

16. Clerk of Superior Court – Accounting Clerk Specialist – Vacated by Cheryl Cowan-Sterkenburg
17. Public Works – Road Maintenance and Equipment Operator – Vacated by Austin Livingood
18. Public Works – Vehicle and Equipment Mechanic Senior – Vacated by Robert Cizek

**HUMAN RESOURCES ACTION ITEMS**  
**JUNE 29, 2021**

**NEW HIRES:**

1. John Fischbeck – Sheriff's Office – Deputy Sheriff – 07/19/21 – General Fund – Replacing David Hornung
2. Kim Manfredi – Community Development – Administrative Assistant – 06/21/21 – General Fund – Replacing Shealene Loya
3. Anthony Manfredi – Community Development – Zoning and Building Inspector – 06/21/21 – General Fund – Replacing Jim Berry
4. Sharon Collins – Sheriff's Office – Administrative Clerk – 07/06/21 – General Fund – Replacing Joann Fane
5. Jered Garcia – Health and Emergency Services – Community Health Specialist – 07/19/21 – Community Health Grant Fund – Replacing Taylor Perez

**DEPARTMENTAL TRANSFERS:**

6. Robert Cizek – Public Works – From Vehicle and Equipment Mechanic Senior – To Vehicle and Equipment Maintenance Senior – 06/21/21 – Public Works Fund – Replacing E. David LaForge

**OTHER ACTIONS:**

7. John Digman – Public Works – From Public Works Roads Supervisor – To Interim Recycling and Landfill Supervisor – 06/14/21 – From Public Works Fund – To Recycling and Landfill Management Fund – Temporary assignment

**REQUEST TO POST:**

8. Recorder's Office – Recorder's Clerk Senior – Vacated by Adrianne Sandoval and Isom White
9. Sheriff's Office – Human Resources Liaison – Vacated by Patricia Johnson

**ARF-6777**

**Consent Agenda Item 4. E.**

**Special BOS Meeting**

**Meeting Date:** 07/13/2021

**Reporting Period:** June 1, 2021 -June 30, 2021

**Submitted For:**

Amber Warden, Accounting Manager

**Submitted By:** Amber Warden, Accounting Manager

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**Information**

**Subject**

Finance reports/demands/transfers for the reporting period of June 1, 2021, through June 30, 2021.

**Suggested Motion**

Approval of finance reports/demands/transfers for the reporting period of June 1, 2021, through June 30, 2021.

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**Attachments**

Finance Report 06-01-21 to 06-30-21

Finance Report 06-01-21 to 06-30-21 Voids

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# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
309764	06/01/2021	Open			Accounts Payable	JP MORGAN CHASE DOR	\$34.18
309765	06/01/2021	Open			Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$46.59
309766	06/01/2021	Open			Accounts Payable	JP MORGAN CHASE FICA EE	\$89.23
309767	06/01/2021	Open			Accounts Payable	JP MORGAN CHASE FICA ER	\$89.23
309768	06/01/2021	Open			Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$20.88
309769	06/01/2021	Open			Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$20.88
309770	06/08/2021	Open			Accounts Payable	Advance Forensic Assessments, Inc	\$4,225.00
309771	06/08/2021	Open			Accounts Payable	Alliant Arizona Propane, LLC	\$209.09
309772	06/08/2021	Open			Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
309773	06/08/2021	Open			Accounts Payable	Arizona Department of Administration	\$2,717.27
309774	06/08/2021	Open			Accounts Payable	Arizona Freelance Interpreting Services	\$1,067.50
309775	06/08/2021	Open			Accounts Payable	Arizona Supreme Court	\$8,926.25
309776	06/08/2021	Open			Accounts Payable	Arizona Water Company	\$2,325.88
309777	06/08/2021	Open			Accounts Payable	Arizona Water Company	\$75.00
309778	06/08/2021	Open			Accounts Payable	Bernays, Michael, B	\$6,000.00
309779	06/08/2021	Open			Accounts Payable	Casillas, Ruben, O	\$150.00
309780	06/08/2021	Open			Accounts Payable	CenturyLink	\$665.84
309781	06/08/2021	Open			Accounts Payable	Clark Arizona Legal Services PC	\$7,425.00
309782	06/08/2021	Open			Accounts Payable	Culp, Peggy, J	\$900.00
309783	06/08/2021	Open			Accounts Payable	Data Storage Centers, Inc.	\$391.75
309784	06/08/2021	Open			Accounts Payable	Debrigida Law Offices PLLC	\$6,000.00
309785	06/08/2021	Open			Accounts Payable	DJ's Companies, Inc.	\$362.44
309786	06/08/2021	Open			Accounts Payable	DV Promos	\$5,607.90
309787	06/08/2021	Open			Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,000.00
309788	06/08/2021	Open			Accounts Payable	Empire Southwest LLC	\$4,594.69
309789	06/08/2021	Open			Accounts Payable	Empire Southwest LLC	\$6,134.76
309790	06/08/2021	Open			Accounts Payable	Fuelco Energy LLC	\$1,702.19
309791	06/08/2021	Open			Accounts Payable	Geiser, Raymond	\$11,154.00
309792	06/08/2021	Open			Accounts Payable	Gila County Government	\$3,000.91
309793	06/08/2021	Open			Accounts Payable	Gila Sweeping LLC	\$475.00

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

309794	06/08/2021	Open	Accounts Payable	GreatAmerica Leasing Corporation	\$780.10
309795	06/08/2021	Open	Accounts Payable	Guild Consulting LLC	\$20,000.00
309796	06/08/2021	Open	Accounts Payable	HealthEquity, Inc	\$181.00
309797	06/08/2021	Open	Accounts Payable	Hillyard-Flagstaff	\$69.24
309798	06/08/2021	Open	Accounts Payable	Husk, Richard , V	\$505.00
309799	06/08/2021	Open	Accounts Payable	Interim Public Management, LLC	\$9,190.00
309800	06/08/2021	Open	Accounts Payable	Interstate Copy Shop	\$2,833.30
309801	06/08/2021	Open	Accounts Payable	Investigative Research, Inc.	\$5,185.60
309802	06/08/2021	Open	Accounts Payable	JaLin Enterprises Inc.	\$845.20
309803	06/08/2021	Open	Accounts Payable	Jani-Serv, Inc	\$4,675.38
309804	06/08/2021	Open	Accounts Payable	JBS Roofing	\$26,738.02
309805	06/08/2021	Open	Accounts Payable	JCloud Law PLLC	\$6,000.00
309806	06/08/2021	Open	Accounts Payable	Jonathan L. Warshaw	\$6,000.00
309807	06/08/2021	Open	Accounts Payable	Kaities Closet	\$1,000.00
309808	06/08/2021	Open	Accounts Payable	Laboratory Corporation of America	\$754.38
309809	06/08/2021	Open	Accounts Payable	Law Office of David W Bell LLC	\$6,000.00
309810	06/08/2021	Open	Accounts Payable	Law Office of Jerry B Derosé, P.C.	\$1,110.00
309811	06/08/2021	Open	Accounts Payable	Law Office of John S. Perlman, LLC	\$2,380.00
309812	06/08/2021	Open	Accounts Payable	LBISat LLC	\$152.00
309813	06/08/2021	Open	Accounts Payable	Messinger Payson Funeral Home	\$25.00
309814	06/08/2021	Open	Accounts Payable	North Country HealthCare, Inc.	\$69.50
309815	06/08/2021	Open	Accounts Payable	Office Depot	\$74.36
309816	06/08/2021	Open	Accounts Payable	Pride Plumbing	\$545.00
309817	06/08/2021	Open	Accounts Payable	Quadient Leasing USA, Inc.	\$1,451.26
309818	06/08/2021	Open	Accounts Payable	Salt River Project	\$32,136.27
309819	06/08/2021	Open	Accounts Payable	Samaritan Veterinary Center	\$2,004.75
309820	06/08/2021	Open	Accounts Payable	Sanders Transport	\$1,161.92
309821	06/08/2021	Open	Accounts Payable	Southwest Gas	\$173.11
309822	06/08/2021	Open	Accounts Payable	Stanley Convergent Security Solutions	\$2,410.50
309823	06/08/2021	Open	Accounts Payable	State of Arizona	\$117,767.00
309824	06/08/2021	Open	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$3,300.00
309825	06/08/2021	Open	Accounts Payable	Swinney, Michael, A	\$180.00
309826	06/08/2021	Open	Accounts Payable	The Architecture Company	\$8,037.79



# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

309827	06/08/2021	Open	Accounts Payable	Tim's Tire , LLC	\$450.00
309828	06/08/2021	Open	Accounts Payable	Town of Payson	\$1,314.81
309829	06/08/2021	Open	Accounts Payable	UMB Bank, N.A.	\$571,729.05
309830	06/08/2021	Open	Accounts Payable	UniFirst Corporation	\$263.75
309831	06/08/2021	Open	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$4,435.65
309832	06/08/2021	Open	Accounts Payable	Valor Specialties Inc	\$231,942.01
309833	06/08/2021	Open	Accounts Payable	VERIZON WIRELESS	\$24,287.90
309834	06/08/2021	Open	Accounts Payable	Waste Management of Arizona, Inc.	\$332.03
309835	06/08/2021	Open	Accounts Payable	Waters Sparkletts of Payson, LLC	\$67.50
309836	06/08/2021	Open	Accounts Payable	Bass, Sandra, J	\$105.00
309837	06/08/2021	Open	Accounts Payable	Bryan, Michael	\$900.00
309838	06/08/2021	Open	Accounts Payable	Buzan, Scott, L	\$4,800.00
309839	06/08/2021	Open	Accounts Payable	Canyon Country Design Inc	\$7,413.06
309840	06/08/2021	Open	Accounts Payable	Center for Disease Detection	\$150.20
309841	06/08/2021	Open	Accounts Payable	CenturyLink	\$42.29
309842	06/08/2021	Open	Accounts Payable	Dibble Engineering	\$5,455.00
309843	06/08/2021	Open	Accounts Payable	Fuelco Energy LLC	\$17,725.91
309844	06/08/2021	Open	Accounts Payable	Gila County Government	\$231.50
309845	06/08/2021	Open	Accounts Payable	Gila County Government	\$15.00
309846	06/08/2021	Open	Accounts Payable	Haverland, Mike , Lance	\$255.00
309847	06/08/2021	Open	Accounts Payable	Iron Mountain	\$352.13
309848	06/08/2021	Open	Accounts Payable	LeClair Callhan Advertising, LLC	\$500.00
309849	06/08/2021	Open	Accounts Payable	Pine Strawberry Fuel Reduction Inc	\$5,000.00
309850	06/08/2021	Open	Accounts Payable	Plotter Mechanix	\$60.96
309851	06/08/2021	Open	Accounts Payable	Samaritan Veterinary Center	\$25.00
309852	06/08/2021	Open	Accounts Payable	Shred-It	\$115.78
309853	06/08/2021	Open	Accounts Payable	Sparkletts Water	\$259.50
309854	06/08/2021	Open	Accounts Payable	UniFirst Corporation	\$58.58
309855	06/08/2021	Open	Accounts Payable	Waste Management of Arizona, Inc.	\$147.55
309856	06/08/2021	Open	Accounts Payable	Waters Sparkletts of Payson, LLC	\$15.00
309858	06/11/2021	Open	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$4,127.88
309859	06/11/2021	Open	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$227,469.33
309860	06/11/2021	Open	Accounts Payable	ARIZONA STATE RETIREMENT	\$167,930.89

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

309861	06/11/2021	Open	Accounts Payable	AZCOPS	\$13.50
309862	06/11/2021	Open	Accounts Payable	COLONIAL SUPPLEMENTAL	\$4,972.27
309863	06/11/2021	Open	Accounts Payable	INSURANCE CORP - AOC	\$16,993.83
309864	06/11/2021	Open	Accounts Payable	CORP - DISPATCHER	\$512.71
309865	06/11/2021	Open	Accounts Payable	CORRECTIONS OFFICER	\$10,910.10
309866	06/11/2021	Open	Accounts Payable	RETIREMENT PLAN ELECTED OFFICIALS DEFINED	\$31.00
309867	06/11/2021	Open	Accounts Payable	CONTRIBUTION RETIREMENT ELECTED OFFICIALS RETIREMENT	\$13,315.38
309868	06/11/2021	Open	Accounts Payable	PLAN EORP LEGACY	\$11,854.74
309869	06/11/2021	Open	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
309870	06/11/2021	Open	Accounts Payable	Gila County Government	\$100.00
309871	06/11/2021	Open	Accounts Payable	GILSBAR FSA	\$1,274.06
309872	06/11/2021	Open	Accounts Payable	GILSBAR HSA	\$2,733.76
309873	06/11/2021	Open	Accounts Payable	IVY FUNDS	\$567.50
309874	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE DOR	\$27,048.39
309875	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$69,619.91
309876	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE FICA EE	\$58,236.87
309877	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE FICA ER	\$58,236.87
309878	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,782.40
309879	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,782.40
309880	06/11/2021	Open	Accounts Payable	METLIFE	\$400.00
309881	06/11/2021	Open	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
309882	06/11/2021	Open	Accounts Payable	NATIONWIDE RETIREMENT	\$3,886.50
309883	06/11/2021	Open	Accounts Payable	SOLUTIONS NATIONWIDE RETIREMENT	\$3,156.63
309884	06/11/2021	Open	Accounts Payable	SOLUTIONS NATIONWIDE TRUST Co FBO NRS	\$5,651.98
309885	06/11/2021	Open	Accounts Payable	NORTHERN ARIZONA LAW	\$717.50
309886	06/11/2021	Open	Accounts Payable	ENFORCEMENT ASSOC PUBLIC SAFETY PERSONNEL	\$18,755.72
309887	06/11/2021	Open	Accounts Payable	RETIREMENT SYSTEM SECURITY BENEFIT GROUP	\$3,043.33
309888	06/11/2021	Open	Accounts Payable	Social Security Administration	\$194.89
309889	06/11/2021	Open	Accounts Payable	SUPPORT PAYMENT	\$2,192.61
309890	06/11/2021	Open	Accounts Payable	CLEARINGHOUSE THUNDERBIRD COLLECTION SPEC	\$429.49
309891	06/11/2021	Open	Accounts Payable	INC UNITED STATES TREASURY	\$50.00
309892	06/11/2021	Open	Accounts Payable	WI SCTF	\$265.97
309893	06/10/2021	Open	Accounts Payable	Alhambra Mobile Home Park & Storage LLC	\$350.00

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

309894	06/10/2021	Open	Accounts Payable	ANDARIESE, TINA, L	\$850.00
309895	06/10/2021	Open	Accounts Payable	Archaeological Consulting Services, Ltd.	\$1,815.85
309896	06/10/2021	Open	Accounts Payable	Arizona Supreme Court	\$71.29
309897	06/10/2021	Open	Accounts Payable	Berumen, Therese, C	\$57.85
309898	06/10/2021	Open	Accounts Payable	Bob's Air-co Repair Co.	\$3,000.00
309899	06/10/2021	Open	Accounts Payable	Braddock, Karrol, L	\$141.51
309900	06/10/2021	Open	Accounts Payable	Cadue, Angela	\$168.21
309901	06/10/2021	Open	Accounts Payable	Cobre Valley Publishing	\$220.00
309902	06/10/2021	Open	Accounts Payable	Cordant Health Solutions	\$924.50
309903	06/10/2021	Open	Accounts Payable	CorEMR L.C.	\$250.00
309904	06/10/2021	Open	Accounts Payable	Crooked Sky Works	\$240.00
309905	06/10/2021	Open	Accounts Payable	Diana G. Montgomery, PLLC	\$3,500.00
309906	06/10/2021	Open	Accounts Payable	Dibble Engineering	\$9,490.00
309907	06/10/2021	Open	Accounts Payable	DJ's Companies, Inc.	\$106.60
309908	06/10/2021	Open	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$70.00
309909	06/10/2021	Open	Accounts Payable	Fuelco Energy LLC	\$26,101.53
309910	06/10/2021	Open	Accounts Payable	Garrett, Jake	\$37.21
309911	06/10/2021	Open	Accounts Payable	Gila County Government	\$3,426.75
309912	06/10/2021	Open	Accounts Payable	Griffin's Propane, Inc.	\$270.15
309913	06/10/2021	Open	Accounts Payable	Griffin's Propane, Inc.	\$428.61
309914	06/10/2021	Open	Accounts Payable	Haverland, Mike , Lance	\$127.50
309915	06/10/2021	Open	Accounts Payable	Hawker & Evans Asphalt Inc	\$9,887.71
309916	06/10/2021	Open	Accounts Payable	HonorHealth	\$760.00
309917	06/10/2021	Open	Accounts Payable	Iron Mountain	\$345.06
309918	06/10/2021	Open	Accounts Payable	King, Joanie , S	\$97.90
309919	06/10/2021	Open	Accounts Payable	Konica Minolta Business Solutions	\$311.99
309920	06/10/2021	Open	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$900.00
309921	06/10/2021	Open	Accounts Payable	Mills, Christopher, J	\$930.00
309922	06/10/2021	Open	Accounts Payable	N-Process Counseling & Assessment	\$2,070.00
309923	06/10/2021	Open	Accounts Payable	Nader, Emily	\$35.16
309924	06/10/2021	Open	Accounts Payable	Old Main Storage	\$351.50
309925	06/10/2021	Open	Accounts Payable	Palmer, Jessica	\$147.30
309926	06/10/2021	Open	Accounts Payable	Pinal County	\$2,400.00

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

309927	06/10/2021	Open	Accounts Payable	Pinal Mountain Apartments	\$481.00
309928	06/10/2021	Open	Accounts Payable	Pitney Bowes Global Financial Services,	\$160.05
309929	06/10/2021	Open	Accounts Payable	Policy Development Group Inc.	\$5,000.00
309930	06/10/2021	Open	Accounts Payable	Rim Communications	\$1,387.69
309931	06/10/2021	Open	Accounts Payable	Ripple , Denice	\$2,232.00
309932	06/10/2021	Open	Accounts Payable	Rives, Larry, Leroy	\$373.13
309933	06/10/2021	Open	Accounts Payable	Sanders Transport	\$877.06
309934	06/10/2021	Open	Accounts Payable	St. Paul's United Methodist Church	\$500.00
309935	06/10/2021	Open	Accounts Payable	Swinney, Michael, A	\$180.00
309936	06/10/2021	Open	Accounts Payable	The W.W. Williams Company LLC	\$7,741.58
309937	06/10/2021	Open	Accounts Payable	Tonto Silkscreen + Embroidery	\$369.16
309938	06/10/2021	Open	Accounts Payable	UniFirst Corporation	\$215.22
309939	06/10/2021	Open	Accounts Payable	United States Postal Service	\$196.00
309940	06/10/2021	Open	Accounts Payable	Voakes, Donald, R	\$291.67
309941	06/10/2021	Open	Accounts Payable	Waters Sparkletts of Payson, LLC	\$172.50
309942	06/10/2021	Open	Accounts Payable	Westwood Pharmacy	\$5,712.04
309943	06/10/2021	Open	Accounts Payable	Woodson Engineering & Surveying Inc.	\$120.00
309944	06/10/2021	Open	Accounts Payable	Wright, Tori	\$256.92
309945	06/10/2021	Open	Accounts Payable	A 2 Beeline Auto Glass, LLC.	\$50.00
309946	06/10/2021	Open	Accounts Payable	Americana Polygraph & Private	\$150.00
309947	06/10/2021	Open	Accounts Payable	Apache Mobile Home & RV Park	\$295.00
309948	06/10/2021	Open	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,387.50
309949	06/10/2021	Open	Accounts Payable	Binney, Mathew	\$1,285.23
309950	06/10/2021	Open	Accounts Payable	C&M Communications LLC	\$5,370.81
309951	06/10/2021	Open	Accounts Payable	Carahsoft Technology Corporation	\$618.75
309952	06/10/2021	Open	Accounts Payable	CenturyLink	\$609.09
309953	06/10/2021	Open	Accounts Payable	City of Globe	\$12,038.61
309954	06/10/2021	Open	Accounts Payable	City of Globe	\$825.00
309955	06/10/2021	Open	Accounts Payable	County of Yavapai	\$15,500.00
309956	06/10/2021	Open	Accounts Payable	FedEx	\$12.91
309957	06/10/2021	Open	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$158.63
309958	06/10/2021	Open	Accounts Payable	Kimley-Horn & Associates, Inc.	\$11,745.47
309959	06/10/2021	Open	Accounts Payable	Konica Minolta Business Solutions	\$1,629.48

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

309960	06/10/2021	Open	Accounts Payable	Nan McKay & Associates, Inc.	\$20.00
309961	06/10/2021	Open	Accounts Payable	National Guardianship Association	\$450.00
309962	06/10/2021	Open	Accounts Payable	Pine-Strawberry Water Improvement	\$76.70
309963	06/10/2021	Open	Accounts Payable	Polaris Sales Inc.	\$24,710.30
309964	06/10/2021	Open	Accounts Payable	R&M Repeater	\$1,288.50
309965	06/10/2021	Open	Accounts Payable	Ricoh USA, Inc.	\$58.94
309966	06/10/2021	Open	Accounts Payable	Salt River Project	\$682.50
309967	06/10/2021	Open	Accounts Payable	Samaritan Veterinary Center	\$79.00
309968	06/10/2021	Open	Accounts Payable	San Carlos Apache Tribe	\$483.67
309969	06/10/2021	Open	Accounts Payable	State of Arizona	\$60.00
309970	06/10/2021	Open	Accounts Payable	Suddenlink	\$1,000.00
309971	06/10/2021	Open	Accounts Payable	Thyssenkrupp Elevator Corporation	\$761.87
309972	06/10/2021	Open	Accounts Payable	Triplet Mountain Communications, Inc.	\$462.12
309973	06/10/2021	Open	Accounts Payable	UniFirst Corporation	\$46.08
309974	06/11/2021	Open	Accounts Payable	CORRECTIONS OFFICER	\$5.58
309975	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE FICA EE	\$26.63
309976	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE FICA ER	\$26.63
309977	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$6.23
309978	06/11/2021	Open	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$6.23
309979	06/11/2021	Open	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$42.96
309981	06/14/2021	Open	Accounts Payable	Architekton, Inc.	\$3,486.70
309982	06/14/2021	Open	Accounts Payable	Arizona Local Government Employee	\$463,599.91
309983	06/14/2021	Open	Accounts Payable	Arizona Public Service	\$484.73
309984	06/14/2021	Open	Accounts Payable	Askew, Yvonne	\$260.00
309985	06/14/2021	Open	Accounts Payable	AZ Western Contracting Inc	\$68,077.69
309986	06/14/2021	Open	Accounts Payable	Buzan, Scott, L	\$484.56
309987	06/14/2021	Open	Accounts Payable	BUZANS CUSTOM TRAILRIDES AND	\$308.60
309988	06/14/2021	Open	Accounts Payable	Canyon Country Design Inc	\$2,608.06
309989	06/14/2021	Open	Accounts Payable	CenturyLink	\$1,489.99
309990	06/14/2021	Open	Accounts Payable	Community Bridges, Inc.	\$1,848.05
309991	06/14/2021	Open	Accounts Payable	Crown Castle USA, Inc	\$544.35
309992	06/14/2021	Open	Accounts Payable	Globe Exterminators	\$4,450.00
309993	06/14/2021	Open	Accounts Payable	Gregan & Associates	\$6,000.00

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

309994	06/14/2021	Open	Accounts Payable	Guild Consulting LLC	\$14,166.00
309995	06/14/2021	Open	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$15,173.50
309996	06/14/2021	Open	Accounts Payable	Heppler, Cheri, A	\$494.52
309997	06/14/2021	Open	Accounts Payable	Hillyard-Flagstaff	\$662.08
309998	06/14/2021	Open	Accounts Payable	JaLin Enterprises Inc.	\$676.16
309999	06/14/2021	Open	Accounts Payable	KMOG Radio	\$200.00
310000	06/14/2021	Open	Accounts Payable	Meadows, Lee	\$98.00
310001	06/14/2021	Open	Accounts Payable	Messinger Payson Funeral Home	\$435.00
310002	06/14/2021	Open	Accounts Payable	Nelson, Timothy	\$6,000.00
310003	06/14/2021	Open	Accounts Payable	Payson Roundup	\$857.33
310004	06/14/2021	Open	Accounts Payable	Pinal Mountain Apartments	\$285.00
310005	06/14/2021	Open	Accounts Payable	Quality Pumping	\$180.61
310006	06/14/2021	Open	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$557.63
310007	06/14/2021	Open	Accounts Payable	Sparklight	\$688.32
310008	06/14/2021	Open	Accounts Payable	Suddenlink	\$146.58
310009	06/14/2021	Open	Accounts Payable	Tioga Solor Gila, LLC	\$5,850.85
310010	06/14/2021	Open	Accounts Payable	Tonto Rim Search & Rescue Squad Inc.	\$137.39
310011	06/14/2021	Open	Accounts Payable	Triplet Mountain Communications, Inc.	\$5,585.95
310012	06/14/2021	Open	Accounts Payable	UniFirst Corporation	\$228.05
310013	06/14/2021	Open	Accounts Payable	US Imaging Inc.	\$302.88
310014	06/14/2021	Open	Accounts Payable	Affilion of Cobre Valley PLLC	\$132.95
310015	06/14/2021	Open	Accounts Payable	Bob's Air-co Repair Co.	\$2,800.00
310016	06/14/2021	Open	Accounts Payable	CBI Security Service	\$16,120.00
310017	06/14/2021	Open	Accounts Payable	CenturyLink	\$638.69
310018	06/14/2021	Open	Accounts Payable	City of Globe	\$70.90
310019	06/14/2021	Open	Accounts Payable	Cobre Valley Regional Medical Center	\$1,496.74
310020	06/14/2021	Open	Accounts Payable	Cobre Valley Regional Medical Center	\$127.56
310021	06/14/2021	Open	Accounts Payable	DCR Services & Construction, Inc	\$120.00
310022	06/14/2021	Open	Accounts Payable	Sanders Transport	\$1,264.08
310023	06/14/2021	Open	Accounts Payable	Sonoran Radiology Ltd	\$126.96
310024	06/14/2021	Open	Accounts Payable	Sparklight	\$166.44
310025	06/14/2021	Open	Accounts Payable	Triplet Mountain Communications, Inc.	\$2,362.46
310026	06/14/2021	Open	Accounts Payable	Weaver, Nicole, L	\$46.79

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

310027	06/15/2021	Open	Accounts Payable	Arizona Public Service	\$808.12
310028	06/15/2021	Open	Accounts Payable	Avante Print Center	\$72.40
310029	06/15/2021	Open	Accounts Payable	Boyer, Shannon, S	\$123.04
310030	06/15/2021	Open	Accounts Payable	CenturyLink	\$878.22
310031	06/15/2021	Open	Accounts Payable	Cobre Valley Publishing	\$409.20
310032	06/15/2021	Open	Accounts Payable	Command Solutions 4	\$14,500.00
310033	06/15/2021	Open	Accounts Payable	Community Alliance Consulting LLC	\$7,800.00
310034	06/15/2021	Open	Accounts Payable	Dell Marketing LP	\$37,682.12
310035	06/15/2021	Open	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$493.38
310036	06/15/2021	Open	Accounts Payable	Entry Point, LLC	\$2,500.00
310037	06/15/2021	Open	Accounts Payable	Haverland, Mike , Lance	\$127.50
310038	06/15/2021	Open	Accounts Payable	Konica Minolta Business Solutions	\$31.76
310039	06/15/2021	Open	Accounts Payable	Lionbridge Technologies, Inc	\$41.48
310040	06/15/2021	Open	Accounts Payable	Loven Contracting Inc.	\$246,944.47
310041	06/15/2021	Open	Accounts Payable	Payson Concrete & Materials, Inc.	\$160.00
310042	06/15/2021	Open	Accounts Payable	Payson Roundup	\$31.44
310043	06/15/2021	Open	Accounts Payable	Ripple , Denice	\$2,867.20
310044	06/15/2021	Open	Accounts Payable	Southwest Gas	\$2,437.27
310045	06/15/2021	Open	Accounts Payable	Southwest Gas	\$47.34
310046	06/15/2021	Open	Accounts Payable	Sparklight	\$166.44
310047	06/15/2021	Open	Accounts Payable	State of Arizona	\$1,810.00
310048	06/15/2021	Open	Accounts Payable	Suddenlink	\$1,634.41
310049	06/15/2021	Open	Accounts Payable	Swinney, Michael, A	\$180.00
310050	06/15/2021	Open	Accounts Payable	TDS Telecom	\$94.67
310051	06/15/2021	Open	Accounts Payable	The Arizona Partnership for	\$249.82
310052	06/15/2021	Open	Accounts Payable	Tim's Tire , LLC	\$1,125.00
310053	06/15/2021	Open	Accounts Payable	Vaishville, Denise, R	\$1,171.00
310054	06/15/2021	Open	Accounts Payable	BI Inc	\$551.28
310055	06/15/2021	Open	Accounts Payable	CenturyLink	\$156.95
310056	06/15/2021	Open	Accounts Payable	Empire Southwest LLC	\$1,720.07
310057	06/15/2021	Open	Accounts Payable	Family Transitions	\$1,125.00
310058	06/15/2021	Open	Accounts Payable	Guardian RFID	\$40.57
310059	06/15/2021	Open	Accounts Payable	Payson Justice Court	\$4.00



# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

310060	06/15/2021	Open	Accounts Payable	R&M Repeater	\$771.06
310061	06/15/2021	Open	Accounts Payable	San Carlos Apache Tribe	\$5,275.36
310062	06/15/2021	Open	Accounts Payable	Skaggs Public Safety Uniforms &	\$119.10
310063	06/15/2021	Open	Accounts Payable	Tonto Rim Search & Rescue Squad Inc.	\$36.29
310064	06/15/2021	Open	Accounts Payable	Upholstery Station	\$235.00
310065	06/21/2021	Open	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,250.00
310066	06/21/2021	Open	Accounts Payable	Arizona Public Service	\$340.27
310067	06/21/2021	Open	Accounts Payable	CDW Government	\$524.03
310068	06/21/2021	Open	Accounts Payable	Coin & Professional Equipment Co.	\$14,942.36
310069	06/21/2021	Open	Accounts Payable	Command Solutions 4	\$32,000.00
310070	06/21/2021	Open	Accounts Payable	Copper State Sanitation, Inc	\$600.00
310071	06/21/2021	Open	Accounts Payable	DCR Services & Construction, Inc	\$6,482.22
310072	06/21/2021	Open	Accounts Payable	Debrigida Law Offices PLLC	\$1,000.00
310073	06/21/2021	Open	Accounts Payable	Digital Imaging Systems, LLC	\$76.99
310074	06/21/2021	Open	Accounts Payable	Drake PHD P.C., Celia	\$525.00
310075	06/21/2021	Open	Accounts Payable	Fuelco Energy LLC	\$10,325.28
310076	06/21/2021	Open	Accounts Payable	Gila County Government	\$279,323.03
310077	06/21/2021	Open	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$120.63
310078	06/21/2021	Open	Accounts Payable	HealthEquity, Inc	\$176.00
310079	06/21/2021	Open	Accounts Payable	HLP, Inc.	\$17.50
310080	06/21/2021	Open	Accounts Payable	Hye Tech Network & Security Solutions,	\$10,687.50
310081	06/21/2021	Open	Accounts Payable	Interim Public Management, LLC	\$9,040.00
310082	06/21/2021	Open	Accounts Payable	JaLin Enterprises Inc.	\$845.20
310083	06/21/2021	Open	Accounts Payable	Jani-Serv, Inc	\$4,675.38
310084	06/21/2021	Open	Accounts Payable	JC Wordsmith Translation &	\$1,125.00
310085	06/21/2021	Open	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,470.00
310086	06/21/2021	Open	Accounts Payable	Law Office of Samantha Sue Elledge,	\$4,400.00
310087	06/21/2021	Open	Accounts Payable	Law Offices of Harriette P. Levitt, PLLC	\$500.00
310088	06/21/2021	Open	Accounts Payable	Michelli Measurement Group, LLC	\$351.55
310089	06/21/2021	Open	Accounts Payable	Multitech	\$630.00
310090	06/21/2021	Open	Accounts Payable	Payson Magistrate Court	\$19.03
310091	06/21/2021	Open	Accounts Payable	Pima County Government	\$20.00
310092	06/21/2021	Open	Accounts Payable	Right Away Disposal	\$1,408.00



# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

310093	06/21/2021	Open	Accounts Payable	Samaritan Veterinary Center	\$311.00
310094	06/21/2021	Open	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$2,195.61
310095	06/21/2021	Open	Accounts Payable	State of Arizona	\$180.00
310096	06/21/2021	Open	Accounts Payable	State of Arizona	\$600.00
310097	06/21/2021	Open	Accounts Payable	State of Arizona	\$600.00
310098	06/21/2021	Open	Accounts Payable	Suddenlink	\$98.45
310099	06/21/2021	Open	Accounts Payable	Superior Environmental Solutions, Inc.	\$2,840.00
310100	06/21/2021	Open	Accounts Payable	Town of Star Valley	\$3,088.52
310101	06/21/2021	Open	Accounts Payable	UniFirst Corporation	\$142.78
310102	06/21/2021	Open	Accounts Payable	US Imaging Inc.	\$336.20
310103	06/21/2021	Open	Accounts Payable	Waters Sparkletts of Payson, LLC	\$45.00
310104	06/21/2021	Open	Accounts Payable	Western Reprographics, LLC	\$639.52
310105	06/21/2021	Open	Accounts Payable	Lyman, James	\$20.00
310106	06/22/2021	Open	Accounts Payable	Advantage Home Performance, Inc	\$47,149.50
310107	06/22/2021	Open	Accounts Payable	Affilion of Cobre Valley PLLC	\$58.73
310108	06/22/2021	Open	Accounts Payable	Arizona Public Service	\$4,017.39
310109	06/22/2021	Open	Accounts Payable	Arizona Water Company	\$66.10
310110	06/22/2021	Open	Accounts Payable	Aztec Alarms Inc	\$72.00
310111	06/22/2021	Open	Accounts Payable	Banner Payson Medical Center	\$541.30
310112	06/22/2021	Open	Accounts Payable	CenturyLink	\$233.43
310113	06/22/2021	Open	Accounts Payable	CenturyLink Business Services	\$1,864.38
310114	06/22/2021	Open	Accounts Payable	Childhelp Inc.	\$2,800.00
310115	06/22/2021	Open	Accounts Payable	CHRISTOPHER'S VILLAGE RV PARK	\$940.00
310116	06/22/2021	Open	Accounts Payable	Cobre Valley Regional Medical Center	\$282.94
310117	06/22/2021	Open	Accounts Payable	Cobre Valley Regional Medical Center	\$1,085.55
310118	06/22/2021	Open	Accounts Payable	CorrectCare Integrated Health Inc	\$336.00
310119	06/22/2021	Open	Accounts Payable	Crooked Sky Works	\$240.00
310120	06/22/2021	Open	Accounts Payable	Economy Inn	\$250.00
310121	06/22/2021	Open	Accounts Payable	Haverland, Mike , Lance	\$127.50
310122	06/22/2021	Open	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$184.06
310123	06/22/2021	Open	Accounts Payable	Law Office of John S. Perlman, LLC	\$8.00
310124	06/22/2021	Open	Accounts Payable	McCreary Group	\$827.20
310125	06/22/2021	Open	Accounts Payable	NIJO	\$4,000.00

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

310126	06/22/2021	Open	Accounts Payable	Sanders Transport	\$1,883.92
310127	06/22/2021	Open	Accounts Payable	Sonoran Radiology Ltd	\$443.70
310128	06/22/2021	Open	Accounts Payable	Southwest Gas	\$156.51
310129	06/22/2021	Open	Accounts Payable	SPOK, Inc.	\$15.75
310130	06/22/2021	Open	Accounts Payable	Sun Painting Company	\$6,555.75
310131	06/22/2021	Open	Accounts Payable	Swinney, Michael, A	\$180.00
310132	06/22/2021	Open	Accounts Payable	Thomson Reuters West	\$3,297.55
310133	06/22/2021	Open	Accounts Payable	Tri-City Fire District	\$1,318.08
310134	06/22/2021	Open	Accounts Payable	VERIZON WIRELESS	\$23,588.48
310135	06/22/2021	Open	Accounts Payable	Coats, Jim	\$8.00
310136	06/22/2021	Open	Accounts Payable	Kane, Robert	\$8.00
310137	06/22/2021	Open	Accounts Payable	Pac West Properties	\$8.00
310138	06/22/2021	Open	Accounts Payable	Provest	\$15.00
310139	06/23/2021	Open	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,375.00
310140	06/23/2021	Open	Accounts Payable	AT&T	\$11.50
310141	06/23/2021	Open	Accounts Payable	CenturyLink	\$117.73
310142	06/23/2021	Open	Accounts Payable	Cintas Fire 636525	\$2,194.71
310143	06/23/2021	Open	Accounts Payable	Jami L & Robert Joshua Asanovich PLC	\$792.82
310144	06/23/2021	Open	Accounts Payable	MCI Communication Services, Inc.	\$37.94
310146	06/25/2021	Open	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$4,127.88
310147	06/25/2021	Open	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$227,312.93
310148	06/25/2021	Open	Accounts Payable	ARIZONA STATE RETIREMENT	\$171,200.10
310149	06/25/2021	Open	Accounts Payable	AZCOPS	\$13.50
310150	06/25/2021	Open	Accounts Payable	COLONIAL SUPPLEMENTAL	\$4,901.87
310151	06/25/2021	Open	Accounts Payable	CORP - AOC	\$17,076.59
310152	06/25/2021	Open	Accounts Payable	CORP - DISPATCHER	\$476.19
310153	06/25/2021	Open	Accounts Payable	CORP Cancer Insurance Program	\$50.00
310154	06/25/2021	Open	Accounts Payable	CORRECTIONS OFFICER	\$9,952.87
310155	06/25/2021	Open	Accounts Payable	ELECTED OFFICIALS DEFINED	\$31.00
310156	06/25/2021	Open	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$13,315.38
310157	06/25/2021	Open	Accounts Payable	EORP LEGACY	\$11,453.80
310158	06/25/2021	Open	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
310159	06/25/2021	Open	Accounts Payable	Gila County Government	\$100.00

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

310160	06/25/2021	Open	Accounts Payable	GILSBAR FSA	\$1,282.87
310161	06/25/2021	Open	Accounts Payable	GILSBAR HSA	\$2,758.76
310162	06/25/2021	Open	Accounts Payable	IVY FUNDS	\$567.50
310163	06/25/2021	Open	Accounts Payable	JP MORGAN CHASE DOR	\$27,986.40
310164	06/25/2021	Open	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$72,654.24
310165	06/25/2021	Open	Accounts Payable	JP MORGAN CHASE FICA EE	\$60,389.45
310166	06/25/2021	Open	Accounts Payable	JP MORGAN CHASE FICA ER	\$60,389.45
310167	06/25/2021	Open	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,278.75
310168	06/25/2021	Open	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,278.75
310169	06/25/2021	Open	Accounts Payable	METLIFE	\$400.00
310170	06/25/2021	Open	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
310171	06/25/2021	Open	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,151.50
310172	06/25/2021	Open	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$3,156.63
310173	06/25/2021	Open	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$5,548.59
310174	06/25/2021	Open	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$717.50
310175	06/25/2021	Open	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$20,939.25
310176	06/25/2021	Open	Accounts Payable	SECURITY BENEFIT GROUP	\$3,043.33
310177	06/25/2021	Open	Accounts Payable	Social Security Administration	\$194.89
310178	06/25/2021	Open	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,088.61
310179	06/25/2021	Open	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$429.49
310180	06/25/2021	Open	Accounts Payable	WI SCTF	\$265.97
310181	06/24/2021	Open	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,137.50
310182	06/24/2021	Open	Accounts Payable	Arizona Water Company	\$75.00
310183	06/24/2021	Open	Accounts Payable	AT&T	\$38.68
310184	06/24/2021	Open	Accounts Payable	Atomic Pest Control LLC	\$120.50
310185	06/24/2021	Open	Accounts Payable	C&M Communications LLC	\$10,888.29
310186	06/24/2021	Open	Accounts Payable	Carahsoft Technology Corporation	\$10.89
310187	06/24/2021	Open	Accounts Payable	Cardinal Health 110, LLC	\$388.55
310188	06/24/2021	Open	Accounts Payable	CenturyLink	\$302.84
310189	06/24/2021	Open	Accounts Payable	Childhelp Inc.	\$1,750.00
310190	06/24/2021	Open	Accounts Payable	CLINE, STEPHEN, M	\$150.00
310191	06/24/2021	Open	Accounts Payable	Cobre Valley Publishing	\$188.23
310192	06/24/2021	Open	Accounts Payable	Dean Farms Partnership	\$15,022.00

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

310193	06/24/2021	Open	Accounts Payable	Earth Mover Tire Sales, Inc.	\$133.41
310194	06/24/2021	Open	Accounts Payable	Family Transitions	\$1,820.00
310195	06/24/2021	Open	Accounts Payable	FedEx	\$23.78
310196	06/24/2021	Open	Accounts Payable	Freeman, Michael, L.	\$2,495.30
310197	06/24/2021	Open	Accounts Payable	Globe Miami Times,	\$367.26
310198	06/24/2021	Open	Accounts Payable	HonorHealth	\$700.00
310199	06/24/2021	Open	Accounts Payable	Humane Society of Central Arizona	\$3,208.33
310200	06/24/2021	Open	Accounts Payable	International Association of Assessing	\$1,450.00
310201	06/24/2021	Open	Accounts Payable	Intrinsic Interventions Inc.	\$5,660.00
310202	06/24/2021	Open	Accounts Payable	Investigative Research, Inc.	\$7,585.85
310203	06/24/2021	Open	Accounts Payable	Jacksosns Trailers Inc	\$3,431.38
310204	06/24/2021	Open	Accounts Payable	JaLin Enterprises Inc.	\$845.20
310205	06/24/2021	Open	Accounts Payable	KRIM_FM Radio	\$150.00
310206	06/24/2021	Open	Accounts Payable	McKesson Medical-Surgical Government	\$663.07
310207	06/24/2021	Open	Accounts Payable	Meadows, Lee	\$392.00
310208	06/24/2021	Open	Accounts Payable	Morse, Suzanne, L	\$150.00
310209	06/24/2021	Open	Accounts Payable	Pass Investigations LLC	\$900.00
310210	06/24/2021	Open	Accounts Payable	Payson Roundup	\$8.50
310211	06/24/2021	Open	Accounts Payable	Perspective Enterprises, Inc	\$4,768.00
310212	06/24/2021	Open	Accounts Payable	Pioneer Title Agency Inc	\$125.00
310213	06/24/2021	Open	Accounts Payable	ProForce Law Enforcement	\$29,134.94
310214	06/24/2021	Open	Accounts Payable	Quadient Leasing USA, Inc.	\$253.79
310215	06/24/2021	Open	Accounts Payable	Sparkletts Water	\$1,398.75
310216	06/24/2021	Open	Accounts Payable	Sparklight	\$1,151.52
310217	06/24/2021	Open	Accounts Payable	Stanley Convergent Security Solutions	\$5,617.71
310218	06/24/2021	Open	Accounts Payable	Trinity Services Group, Inc.	\$32,197.24
310219	06/24/2021	Open	Accounts Payable	UniFirst Corporation	\$92.16
310220	06/24/2021	Open	Accounts Payable	Universal Police Supply Company	\$8,402.91
310221	06/24/2021	Open	Accounts Payable	Waters Sparkletts of Payson, LLC	\$30.00
310222	06/28/2021	Open	Accounts Payable	Arizona Public Service	\$43,702.76
310223	06/28/2021	Open	Accounts Payable	Barry A. Standifird P.C.	\$9,000.00
310224	06/28/2021	Open	Accounts Payable	Blueline Services LLC	\$245.00
310225	06/28/2021	Open	Accounts Payable	C&M Communications LLC	\$10,289.84

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

310226	06/28/2021	Open	Accounts Payable	CenturyLink	\$670.43
310227	06/28/2021	Open	Accounts Payable	Childhelp Inc.	\$1,050.00
310228	06/28/2021	Open	Accounts Payable	Concentra Medical Centers	\$414.00
310229	06/28/2021	Open	Accounts Payable	Core Construction, Inc.	\$327,092.70
310230	06/28/2021	Open	Accounts Payable	Gila County Government	\$3,950.85
310231	06/28/2021	Open	Accounts Payable	Hayes Enterprises, Inc	\$10,000.00
310232	06/28/2021	Open	Accounts Payable	HemoCue America	\$3,129.85
310233	06/28/2021	Open	Accounts Payable	Office Depot	\$203.57
310234	06/28/2021	Open	Accounts Payable	Payson Roundup	\$29.75
310235	06/28/2021	Open	Accounts Payable	Service Plus	\$135.00
310236	06/28/2021	Open	Accounts Payable	Sparkletts Water	\$189.75
310237	06/28/2021	Open	Accounts Payable	TDS Telecom	\$167.60
310238	06/28/2021	Open	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
310239	06/28/2021	Open	Accounts Payable	Tonto Rim Search & Rescue Squad Inc.	\$125.92
310240	06/28/2021	Open	Accounts Payable	UniFirst Corporation	\$56.08
310241	06/28/2021	Open	Accounts Payable	Waters Sparkletts of Payson, LLC	\$43.00
310242	06/28/2021	Open	Accounts Payable	Advanced Controls Corporation	\$368.00
310243	06/29/2021	Open	Accounts Payable	Advantage Home Performance, Inc	\$7,047.00
310244	06/29/2021	Open	Accounts Payable	Alliant Arizona Propane, LLC	\$607.21
310245	06/29/2021	Open	Accounts Payable	Arizona Public Service	\$312.46
310246	06/29/2021	Open	Accounts Payable	Arizona Water Company	\$2,009.34
310247	06/29/2021	Open	Accounts Payable	CenturyLink	\$836.75
310248	06/29/2021	Open	Accounts Payable	CenturyLink Business Services	\$2,614.25
310249	06/29/2021	Open	Accounts Payable	Collins & Collins LLP	\$10,654.00
310250	06/29/2021	Open	Accounts Payable	Fibrecorr Container Inc	\$48.00
310251	06/29/2021	Open	Accounts Payable	Haverland, Mike , Lance	\$127.50
310252	06/29/2021	Open	Accounts Payable	Huddleston, James, E	\$200.00
310253	06/29/2021	Open	Accounts Payable	Payson Roundup	\$10.11
310254	06/29/2021	Open	Accounts Payable	Ripple , Denice	\$902.10
310255	06/29/2021	Open	Accounts Payable	Southwest Gas	\$2,349.67
310256	06/29/2021	Open	Accounts Payable	Swinney, Michael, A	\$180.00
310257	06/29/2021	Open	Accounts Payable	UniFirst Corporation	\$103.19
310258	06/30/2021	Open	Accounts Payable	Pinal Mountain Elks Lodge #2809	\$3,245.90

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

Type Check Totals:

492 Transactions

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\$4,951,578.62

JP Morgan AP - JP Morgan Accounts Payable Totals

# Payment Register

From Payment Date: 6/1/2021 - To Payment Date: 6/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
309857	06/08/2021	Voided	Ach Direct Deposit	06/08/2021	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$637,521.86
309980	06/14/2021	Voided/Reissued	Other Void	06/28/2021	Accounts Payable	Advanced Controls Corporation	\$368.00
310145	06/24/2021	Voided	Ach Direct Deposit	06/24/2021	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$652,166.21
Type Check Totals:					3 Transactions		\$1,290,056.07
JP Morgan AP - JP Morgan Accounts Payable Totals							