PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY TOMMIE CLINE MARTIN COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 707 S. COLCORD ROAD, PAYSON, ARIZONA. THE MEETING ROOMS WILL BE OPEN TO THE PUBLIC AT 9:00 A.M.

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

Citizens may submit written comments related to the March 5th Regular agenda by no later than 5 p.m. on Monday, March 4th, by emailing the Deputy Clerk of the Board at strimble@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 your residence address in the email.

REGULAR MEETING - TUESDAY, MARCH 5, 2024 - 10:00 A.M.

- 1. CALL TO ORDER - PLEDGE OF ALLEGIANCE -INVOCATION
- 2. **REGULAR AGENDA ITEMS:**

Α.

- (Motion to recess as the Gila County Board of Supervisors and convene as the Board of Directors of the Gila County Flood Control District.) Information/Discussion/Action to approve or deny a request submitted by Mr. Steve Medina for a variance from the requirements of the Gila County Floodplain Management Ordinance for a room addition to a manufactured home at 107 S. Cottonwood in Gisela, which was built without a permit and is not in compliance with the Ordinance. (Darde de Roulhac) (Motion to adjourn as the Board of Directors of the Gila County Flood Control District and reconvene as the Board of Supervisors.)
- Information/Discussion/Action to authorize payment of B. maintenance fees to Motorola Solutions, Inc. for two quarters of 2023 in the amount of \$62,261.36 and for four quarters of 2024 (\$33,309.82 per quarter) for a total cost of \$133,239.28 per year for a grand total of

\$195,500.64, which will allow Motorola Solutions, Inc. to continue providing maintenance and updates to the Spillman software program utilized by the Gila County Sheriff's Office for its Records Management System. (Sarah White)

- C. Information/Discussion/Action to approve the use of Arizona State Contract No. CTR063770 with Iron Mountain Information Management LLC in the amount of \$114,172.95 through June 30, 2024, for the digitization of the Assessor's parcel records. (Micah Wheeler)
- D. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 081723 with Elections Systems & Software in the amount of \$52,520.66, which extends the term of the contract for one additional year, from April 18, 2024, through April 17, 2025. (Eric Mariscal)
- E. Information/Discussion/Action to adopt Resolution No. 24-03-01 accepting two drainage easements: one from Dean A. and Ruth A. Jasinski, and one from Steven Gladhill. (Alexander Kendrick)
- F. Information/Discussion/Action to review the bids submitted for Invitation for Bids No. 112023 *Walnut Springs Blvd. Culvert Replacement;* award to the lowest, most responsive, responsible, and qualified bidder; and authorize the Chairman's signature on the award contract. (Alexander Kendrick)
- G. Information/Discussion/Action to consider and select one of the following three proposed projects to support, in partnership with Salt River Project: Pico Pino Fuels Reduction Project, Haigler Creek Phase 1 Mastication Project, or South Payson Phase 1 Mastication Project. (Carl Melford)

- H. Information/Discussion/Action to adopt the Arizona Mutual Aid Compact as recommended by the Arizona Department of Emergency Management. (Carl Melford)
- I. Information/Discussion/Action to review the bids submitted for Invitation for Bids (IFB) No. 113023 *Thirteen Various Models of New Ford Vehicles*; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract. (David LaForge)
- J. Information/Discussion/Action to authorize the Public Health & Community Services Department to submit a Grant Application to the Arizona Department of Housing for Housing Insecurity Flex Funding in the amount of \$240,000. (Joshua Beck)
- K. Information/Discussion/Action to approve Funding Agreement No. 216-24 between the Arizona Department of Housing and the Gila County Community Services Division, Housing Services, to provide Southwest Gas Corporation and Arizona Public Service Weatherization Assistance Program funding in the amount of \$266,400 for the period of January 1, 2024, to December 31, 2024. (Joshua Beck)
- L. Information/Discussion/Action to approve Economic Development Agreement No. 02022024 between Gila County and the Hayden-Winkelman Little League District #11 in the amount of \$500, which the Board has determined to be for the benefit of the public. (Woody Cline)
- M. Information/Discussion/Action to approve Intergovernmental Agreement No. 02032024, an economic development grant, between Gila County and the Hayden-Winkelman Unified School District #41 in the amount of \$1,500, which the Board has determined to be for the benefit of the public. (Woody Cline)

- N. Information/Discussion/Action to approve Intergovernmental Agreement No. 020012024, an economic development grant, between Gila County and the Town of Winkelman in the amount of \$11,000, which the Board has determined to be for the benefit of the public. (Woody Cline)
- 3. CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
 - A. Acknowledgment of the January 2024 monthly activity report submitted by the Recorder's Office.
 - B. Acknowledgment of the January, 2024 monthly activity report submitted by the Clerk of the Superior Court's Office.
 - C. Acknowledgment of January 2024 monthly activity report submitted by Globe Regional Constable's Office.
 - D. Acknowledgment of the January 2024 monthly activity report submitted by the Payson Regional Constable's Office.
 - E. Acknowledge of the January 2024 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
 - F. Acknowledgment of the November 2023 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
 - G. Acknowledgment of the December 2023 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

- H. Acknowledgment of the January 2024 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
- I. Approval of the Board of Supervisors' January 30, 2024, meeting minutes.
- 4. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute § 38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 5. At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the 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-8555

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Darde De Roulhac, Flood Control District Chief Engineer

Submitted By: Thomas Goodman, County Engineer

<u>Department:</u> Public Works

Information

Request/Subject

Floodplain Management Ordinance Variance Request by Steve Medina for Parcel Number 304-33-414.

Background Information

In August 2022, Community Development Department Code Enforcement opened a case for this property for building an addition onto the manufactured home without permits, including the required floodplain use permit. Construction continued.

Flood Control District staff sent a formal notice of violation and cited specific requirements from the Gila County Floodplain Management Ordinance that needed to be addressed. These items were the required minimum floor elevation, flood damage-resistant materials below the regulatory flood elevation, and flood vents in the walls around the crawl space below the room addition.

Mr. Medina provided an elevation certificate which showed that the floor elevation, as constructed, was not built high enough to meet the regulations designed to protect occupants during the 100-year regulatory flood event; however, flood vents were added to relieve pressure from flood water against the crawl space wall.

In August 2023, Mr. Medina asked about the procedure to get a floodplain variance.

On November 30, 2023, Mr. Medina requested a floodplain variance. Subsequently, staff reviewed his request and suggested that it might be to his advantage to provide more detail and justification for the variance request. A copy of the Ordinance was also sent to him with sections noted that are relevant to variance procedures that would be advisable to consider and to explain how a variance would be justified for this project. He requested time to revise it.

On January 9, 2024, the request was re-submitted, which is shown in this report.

Evaluation

This request does not ask for a variance from any specific provision of the Ordinance. Rather, a request is made for a variance from the provisions of the Gila County Floodplain Management Ordinance for this parcel. The Ordinance is designed to provide a measure of safety in times of flooding. The floor was constructed 2.2 feet below the required floor elevation, which has created a potentially hazardous situation.

The 100-year flood water depth is estimated to be four feet at the driveway location. This makes it risky to evacuate on foot or by vehicle as flooding gets to the level where it is entering the home. It also puts emergency responders at unnecessary risk.

The specific criteria in the Ordinance that the Board needs to consider in granting a variance to the Ordinance were not specifically addressed. The attached staff report gives additional details about the background and evaluation material noted here and provides photos, the request letter, and excerpts from the Gila County Floodplain Management Ordinance.

Conclusion

There are health and safety issues for future building occupants and emergency responders, if a variance is issued to allow the building addition floor to remain below the regulatory flood elevation. There are also flood insurance premium disadvantages. The advantage to granting a variance appears to be purely economic, at the expense of the health and safety of occupants and future owners and occupants.

The Ordinance allows a variance to be granted for an "exceptional hardship that would result from failure to grant the ordinance." It further states that it is required "that the variance be exceptional, unusual, and peculiar to the property involved." Mere economic or financial hardship alone is not exceptional.

Recommendation

Staff recommends that this variance request be denied for the reasons stated above.

Suggested Motion

(Motion to recess as the Gila County Board of Supervisors and convene as the Board of Directors of the Gila County Flood Control District.) Information/Discussion/Action to approve or deny a request submitted by Mr. Steve Medina for a variance from the requirements of the Gila County Floodplain Management Ordinance for a room addition to a manufactured home at 107 S. Cottonwood in Gisela,

Ordinance. (Darde de Roulhac) (Motion to adjourn as the Board of Directors of the Gila County Flood Control District and reconvene as the Board of Supervisors.)

which was built without a permit and is not in compliance with the

Attachments

Staff Report Re: Floodplain Variance Request-Parcel No. 304-33-414

STAFF REPORT

REQUEST FOR VARIANCE FROM THE GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

Received from Steve Medina, for MH Elite Services LLC

This is a request by Mr. Steve Medina for a variance from the requirements of the Gila County Floodplain Management Ordinance for a parcel located at 107 S Cottonwood Lane, Gisela, Arizona. This report supplements the agenda item with additional detail regarding this variance request.

Background Information

In August 2022, Community Development Code Enforcement opened a case for this property for building an addition onto the manufactured home without permits.

In September 2022, Code Enforcement notified Mr. Medina of floodplain requirements, among others.

On Sept 23, 2022, Mr. Medina was sent a formal notice that his room addition was in violation of floodplain requirements, and stated what was required to bring it into compliance. Specifically mentioned were the required minimum floor elevation, flood damage resistant materials below the regulatory flood elevation, and flood vents in the walls around the crawl space below the room addition.

Notwithstanding the notices of violation and request to bring the construction into compliance, work continued on the project without addressing the most critical issue, the floor elevation.

On August 31, 2023, Mr. Medina asked about the procedure to get a floodplain variance.

On November 30, 2023, Mr. Medina requested a floodplain variance. Subsequently, staff reviewed his request and suggested that it might be to his advantage to provide more detail and justification for the variance request. A copy of the ordinance was also sent and noted the sections relevant to variance procedures which would be advisable to consider, and to explain how a variance would be justified for this project. This information was not included in the latest variance request.

On January 9, 2024, the request was submitted which is shown in this report.

Evaluation

Normally, a request would be for a variance to specific requirements of the ordinance. The absence of this information, which was given to Mr. Medina, implies that this request is for a variance from all floodplain requirements for this entire parcel, without time limitations.

Mr. Medina provided an elevation certificate which shows that flood vents were added to the wall around the crawl space, but that the floor elevation of the room addition was constructed 2.2 feet

<u>below</u> the required floor elevation. The elevation certificate also provided numbers to show that the depth of water in a 100-year flood would be 2.9 to 5.3 feet above the ground adjacent to the home.

As floodwaters could inundate the floors of the building more than a foot deep, there is a risk of significant damage to the structure and personal property. There is also a risk to health and safety of the occupants from contaminated flood water, debris and silt entering the home, and mold growth in the building after the flood waters recede. Floodwaters are expected to be about 4 feet deep at the driveway. Egress and ingress would be difficult either on foot or by vehicle. If residents are not safe inside the home because it is inundated, there is not a safe way to leave, and emergency responders would be at risk to try to help occupants to safety, thus creating a potential hazard to the health and safety of occupants and responders. This situation which could be preventable by complying with floodplain regulations. Deep flooding from Tonto Creek could last for a fairly long duration, depending on the storm.

There is nothing unique about this parcel compared to the neighborhood which would warrant a variance to waive all floodplain requirements.

There is a statement in the variance request letter that the addition needs to be low to match the floor of the manufactured home. The home was set prior to the regulations being in effect, so it would not have to be raised, but steps up into the addition, while not desirable, could be possible. Alternatively, the manufactured home could be reset to the required floor elevation for the addition to match floor elevations, which would also make it safer. The non-compliant addition could also be removed in entirety. Although there would be costs, neither of these alternatives would require a variance.

In the ordinance, the definition of exceptional hardship which might justify a variance specifically excludes cost as a exceptional hardship. Therefore, a decision by the Board to <u>deny</u> a variance would not result in an exceptional hardship, per the ordinance.

Is a variance is granted, the ordinance requires that a notification, signed by the Chairman of the Board, be recorded so that it appears in the chain of title of the parcel. The required wording is summarized as follows: a variance to construct a structure below the flood level could increase flood insurance premiums, increases the risk to life and property, and that the land would be ineligible for exchange of land pursuant to any flood relocation and land exchange program.

As a precautionary note, a history of variances could jeopardize Gila County's standing in the National Flood Insurance program, could cause flood insurance premiums to rise for all County residents, or get the County suspended from the National Flood insurance Program, which would make federal flood insurance unavailable.

Conclusion

There are health and safety issues for future building occupants and emergency responders if a variance is issued to allow the building addition floor to remain below the regulatory flood elevation. There are also flood insurance premium disadvantages. The advantage to granting a

variance appears to be purely economic, at the expense of the health and safety of occupants and future owners and occupants.

The ordinance allows a variance to be granted for an "exceptional hardship that would result from failure to grant the ordinance." It further states that it is required "that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is <u>not</u> exceptional."

Recommendation

Staff recommends that this variance request be <u>denied</u> for the reasons stated above.

PHOTOGRAPHS



Above: Room addition when discovered.



Below: Recent photo

References

VARIANCE REQUEST LETTER FROM MR. MEDINA:

1/9/2024

Darde de Roulhac, P.E., CFM Chief Engineer Gila County Flood Control District 608 E State Hwy 260, Payson, AZ 85541

RE: Request for Variance to FloodPlain Regulations

107 S Cottonwood Gisela, parcel# 30433414

To Whom It May Concern,

I am writing to request a variance to the floodplain regulations in Gila County, Arizona, specifically pertaining to 107 S Cottonwood Lane Gisela. I understand the importance of floodplain management to ensure public safety and protect the environment, and I am committed to ensuring that any modifications or developments on the property comply with these objectives.

When the property was purchased my intention was to clean up trash and debri from the home and property and complete all the needed repairs. The home and property were in very poor condition and required a tremendous amount of removal of both trash and debris. We purchased the home to spend time at the Holidays as a family. I have attached pictures of the property during the cleanup so that you can understand the amount of work that has already been completed in an effort to return this property back into a home for my family. I took on this task not only to improve my property but also to support the quality of the surrounding neighborhood. The Arizona room addition looked to be at least 10+ years old and was in need of repair. It is a valuable feature of the home and with some of these needed repairs could remain rather than the first option offered to tear down the structure. The second remedy suggested was to raise the floor elevation of the structure to meet the flood requirements. If this height requirement given is correct then the structure would need to be higher than the existing home, so this is not an option.

I have been able to stay in the home but my family can't stay in the home until all the work is completed. It has been two years and we have not been able to complete the work and use the home.

To support my request for a variance, I have taken the following steps:

I have provided documents and/or completed work that included:

Arizona room engineering, site plan, CLC clearance, Waste Water Clearance, installed floor vents, property survey and benchmark, septic system pump and re-certification. The entire property is currently fenced to ensure debris remains on property if flooding should occur.

Which has caused a trenmedous financial strain on myseld and family with all these unexpected expenses.

I am committed to working in compliance with the local floodplain regulations and am open to discussing any additional requirements or conditions that the Gila County Flood Control District may deem necessary to grant this variance.

Thank you for considering my request. I look forward to your response and the opportunity to work collaboratively with the Gila County Flood Control District to achieve a resolution that benefits both my project and the floodplain management objectives.

Sincerely,

Steve Medina

EXHIBITS

Definition of "Hardship" in the Gila County Floodplain Ordinance

"Hardship" as related to Section 6.0, Variances, of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is <u>not</u> exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Section 6.0 of the Gila County Floodplain Management Ordinance (related to variance procedures)

SECTION 6.0 VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Gila County Flood Control District to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the regulatory flood elevation are so serious that variances from the flood elevation or from other requirements in the Gila County Floodplain Management Ordinance are rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore the variance guidelines provided in this Ordinance are detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 APPEAL BOARD

- A. The Floodplain Board of Gila County shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- B. The Floodplain Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- C. Those aggrieved by the decision of the Floodplain Board, or any taxpayer, may appeal such decision to the Superior Court of Gila County.

- D. In passing upon variance applications, the Floodplain Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:
 - 1. The danger that materials may be swept onto other lands to the injury of others;
 - 2. The danger to life and property due to flooding or erosion damage;
 - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - 4. The importance of the services provided by the proposed facility to the community;
 - 5. The necessity to the facility of a waterfront location, where applicable;
 - 6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - 7. The compatibility of the proposed uses with existing and anticipated development;
 - 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - 9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - 10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
 - 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
 - 12. The potential legal liability of allowing development to occur in a manner that could pose a hazard to life or property.
- E. Upon consideration of the factors of Section 6.2.D and the purposes of this ordinance, the Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- F. Any applicant to whom a variance is granted shall be given written notice over the signature of the Chairman of the Floodplain Board that:
 - 1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
 - 2. Such construction below the regulatory flood level increases risks to life and property.
 - 3. Such notification shall be maintained with a record of all variance actions required in Paragraph 6.2.G of this ordinance. Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program. A copy of the notice shall be recorded by the floodplain Board in the office of the Gila County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- G. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance, and report any variances to the Federal Emergency Management Agency upon request.

6.3 CONDITIONS FOR VARIANCES

- A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the procedures of Sections 4 and 5 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- E. Variances shall only be issued upon:
 - 1. A showing of good and sufficient cause;
 - 2. A determination that failure to grant the variance would result in exceptional "hardship" to the applicant;
 - 3. A showing that the use cannot perform its intended purpose unless it is located- or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this ordinance in the definition of "Functionally Dependent Use."; and
 - 4. A determination that the granting of a variance will not result in increased flood heights, additional threats to "public safety," extraordinary public expense, create nuisances, cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.
- F. Variances cannot be granted to section 5.4.C of this ordinance.

ARF-8277

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Adam Shepherd, Sheriff

Submitted By: Stephanie Chaidez, Contracts Administrator

<u>Department:</u> Sheriff's Office

<u>Fiscal Year:</u> FY2024-FY2025 <u>Budgeted?:</u> Yes

Contract Dates 01-01-2023 to Grant?: No

Begin & End: 12-31-2024

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Approval of the Annual Maintenance Fees for 2023 and 2024 Regarding the Sheriff's Office Records Management System

Background Information

The Gila County Sheriff's Office maintained a yearly contract with Spillman Technologies, Inc. from 1999 to 2016, at which time Spillman Technologies, Inc. was sold to Motorola Solutions, Inc. Motorola Solutions, Inc. has continued with the contract initially executed between Gila County and Spillman Technologies Inc., which was dated October 5, 1999. The contract provides that Spillman (now Motorola) will provide maintenance and updates to the Spillman software program that is utilized by the Gila County Sheriff's Office for its Records Management System.

This contract is unusual because it renews automatically each year, whereas most all contracts executed by the Board of Supervisors don't typically go past a total of 4 years. This practice was put in place years ago to ensure that contracts are reviewed on a periodic basis for any needed changes.

On January 4, 2022, the Board of Supervisors ratified its approval for the Sheriff's Office (through the Finance Department) to pay quarterly invoices to Motorola Solutions, Inc. for 2021 maintenance fees, and it also approved payment of quarterly invoices for 2022 maintenance fees.

A request was not previously presented to the Board of Supervisors for the 2023 maintenance fees.

Evaluation

It is imperative that the Sheriff's Office ensure that the software program that is used for its Records Management System is maintained and updated when needed. Motorola Solutions, Inc. maintains and updates the Spillman software program.

Even though the Board of Supervisors has authorized the County Manager to sign contracts under \$50,000, the total yearly cost for maintenance fees exceeds that amount. Since a request was not submitted in 2023 for maintenance costs the Gila County Sheriff's Office has 2 quarters (July 2023-September 2023; \$31,130.66 and October 2023-December 2023; \$31,130.70) that need to be paid for a total of \$62,261.36. Quarterly invoices for 2024 at present total \$33,309.82. That total may vary slightly depending on taxes. It is being requested of the Board of Supervisors to approve two quarterly payments for 2023 in the total amount of \$62,261.36 and the 2024 annual cost of the maintenance fees for use of the Spillman software - \$33,309.82 x 4 quarters = \$133,239.28 annually. (A typical invoice is attached to this agenda item.) The total requested for 2 quarters of 2023 and 4 quarters of 2024 is \$195,500.64.

By presenting a request to approve the annual cost of the maintenance fees, it also serves as a reminder to the Sheriff's Office to periodically review the contract terms that are in place.

Conclusion

Motorola's Spillman software is a tool that is used daily and it assists in tracking of the work that deputies perform on a regular basis. If this software is not maintained properly, the system will start having issues and not be functional for its intended use. In order for the Gila County Sheriff's Office to continue to use Spillman's software program for its Records Management System, the Board of Supervisors needs to authorize payment of the total annual cost for maintenance fees.

Recommendation

It is recommended that the Gila County Board of Supervisors authorize 2023 and 2024 annual expenses to Motorola Solutions, Inc., per the contract executed by the Board of Supervisors on October 5, 1999, which are for maintenance fees of the Spillman software program that is utilized by the Gila County Sheriff's Office for its Records Management System. The cost will be paid to Motorola on a quarterly basis and the amount

may vary slightly.

Suggested Motion

Information/Discussion/Action to authorize payment of maintenance fees to Motorola Solutions, Inc. for two quarters of 2023 in the amount of \$62,261.36 and for four quarters of 2024 (\$33,309.82 per quarter) for a total cost of \$133,239.28 per year for a grand total of \$195,500.64, which will allow Motorola Solutions, Inc. to continue providing maintenance and updates to the Spillman software program utilized by the Gila County Sheriff's Office for its Records Management System. (Sarah White)

Attachments

Amendment No. 1 to Computer Software Support Agreement
Original Computer Software Support Agreement with Spillman
Technologies
2023-2024 Invoice

First Quarter 2024 Invoice

AMENDMENT NO. 1 TO COMPUTER SOFTWARE SUPPORT AGREEMENT

Contract Name:	Amendment No. 1 to Computer Software Support Agreement Contract No.:	
day of	ter designated the County, and <u>Motorola Solutions Inc.,</u> of the City of <u>Chicago</u> , State of Illinois, hereinafter	
STATEMENT AND PURPOSE OF NEED: Spillman TraCS Accidents interface/TraCS Citations Interface and 1 year maintenance including: CAD Maintenance, Statelink Maintenance, CAD mapping maintenance, Drivers license scanning maintenance, Interface maintenance, Equipment maintenance, ERS Fire and EMS Records interface maintenance, Imaging maintenance, Insight maintenance, Hub maintenance, Mobile arrest form maintenance, mobile state & nation queries maintenance, mobile voiceless CAD maintenance, offender tracking maintenance, pawned property maintenance, personnel management maintenance, PIN mapping maintenance and Sentryx GIS (GeoBase) maintenance.		
agents, and emp damages, losses litigation) (herein tangible or intangowners, officers, of or recovered of federal, state or the Indemnitee of Indemnitee, be responsible for consideration of	ON: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, cloyees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and nafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to gible property to the extent caused by the negligent or willful acts or omissions of Contractor or any of its directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be primary loss investigation, defense and judgment costs where this indemnification is applicable. In the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its agents and employees for losses arising from the work performed by the Contractor for the County.	
compliance with Contractor furthe the e-verify programmer their con 214(A), and subsemployment eligibreach of the Ag deemed in mater of Sections 274A § 23-214(A). The performance of Any inspection with	LAW COMPLIANCE WARRANTY: As required by A.R.S. § 41-4401, Contractor hereby warrants its all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). er warrants that after hiring an employee, it verifies the employment eligibility of the employee through gram. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall mpliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-contractors shall further warrant that after hiring an employee, such subcontractor verifies the ibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material reement subject to penalties up to and including termination of this Agreement. Contractor shall not be rial breach if it and its subcontractors establish compliance with the employment verification provisions and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. e County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties paragraph consistent with state law.	
CANCELATION FO	OR 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.

CERTIFICATION OF NO ISRAEL BOYCOTT: Contractor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel. A.R.S. § 35-393.01.

CERTIFICATION OF NO FORCED LABOR OF ETHNIC UYGHURS: The Contractor does not currently, and agrees for the duration of this Agreement that the Contractor will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Contractor further agrees that if the Contractor becomes aware, during the term of the Agreement, that the Contractor is not in compliance with this Certification, the Contractor shall notify the County within 5 business days after becoming aware of the non-compliance. If the Contractor does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

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.

Contract End Date: 12-31-2024	Renewal Option:
Maximum Dollar Limit: \$186,783.96	_
Contract Information	
Firm Name: Motorola Solutions Inc.	Contact Person: Tyler Holland
Address: 4625 West Lake Park BL	Phone No: 800-674-4357
City: Salt Lake City State: UT 84120 Fax:	Email: Tyler. Holland@Motorolasolutions.com

IN WITNESS WHEREOF, Amendment No. 1 to Computer Software Support Agreement has been duly executed by
the parties hereinabove named, on the date and year first above written.

GILA COUNTY

The Gila County Attorney's Office

Date: _____

GILA COUNTY BOARD OF SUPERVISORS	Tyn Holl 11/30/23
Stephen Christensen, Chairman Board of Supervisors	Signature Tyler Holland - Area Sales Manage Print Name and Title
ATTEST	Print Name and Title
James Menlove, Clerk of the Board	
APPROVED AS TO FORM	

COMPUTER SOFTWARE SUPPORT AGREEMENT

SPILLMAN COPY

This Support Agreement ("this Agreement") is made and entered into this 27 day of August 1999, by and between:

SPILLMAN TECHNOLOGIES, INC. ("Spillman" 810 SOUTH 100 WEST LOGAN, UTAH 84321 (435)753-1610

AND

Gila County Sheriff's Office("Customer") 1400 Bast Ash Street Globe, Arizona 85501 (520)425-3231

WITNESSETH:

WHEREAS, Spillman and Customer entered into that certain Computer Software License Agreement dated August 27, 1999 (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program") on certain terms and conditions:

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

- 1.1 "Purchase Agreement." A Spillman order form identifying software modules purchased by Customer from Spillman which has been signed and accepted by Customer and has been accepted by Spillman.
- 1.2 "Licensed Program." The computer software known as SPILLMAN Public Safety Softwares which was developed by Spillman as identified in one or more Purchase Agreements and which is the subject of the License Agreement. This specifically excludes computer software not developed by Spillman which might be used in conjunction with the SPILLMAN Public Safety Software, such as word processors, spreadsheets, terminal emulators, etc.
- "Agreement Term." An initial period of fifteen (15) months commencing on the date the Spillman Purchase Agreement is signed. Thereafter, the Agreement Term shall automatically renew for successive periods of one year each unless and until terminated pursuant to Section 9 hereof. In no event, however, shall the Agreement Term extend beyond the prescribed term of the License Agreement.

- 1.4 "Error." Any failure of the Licensed Program to conform in all material respects to the documentation for the Licensed Program published from time to time by Spitiman. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Spillman, or not authorized to be so combined or merged by Spillman, shall not be considered an Error. Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightening, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error.
- "Error Correction." Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the documentation, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Not covered under Error Correction is the responsibility for data file damage due to software or hardware malfunction.
- 1.6 "Enhancement." Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Spillman as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.
- 1.7 "Coverage Hours."

 Monday through Friday 8:00 A.M to 5:00 P.M. Mountain Time excluding holidays

 OR

 Twenty-four hours a day, seven days a week including holidays
- 1.8 "Response Time." Within Six (6) hours of the Coverage Hours from the time that Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.9 "Releases." New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.
- "Spillman Application Administrator." An agent of Customer with sufficient training and/or experience with The Licensed Program to communicate effectively with Spillman Support personnel.
- 1.11 "Support Fee." The fee amount the Customer pays annually for services described herein.

___ Section 2

FLIGIBILITY FOR SUPPORT

To be eligible for support for the Licensed Program, Customer must meet the following requirements. Customer agrees that the obligation of Spillman to continue to provide Services with respect to the Licensed Program shall terminate if, at any time during the term of this Agreement, these requirements are not met.

- A. Customer must have a valid Computer Software License Agreement for the Licensed Program;
- B. Customer must have a Spitlman-certified Spillman Application Administrator
- C. The Licensed Program must be operated on a hardware platform approved by Spillman.
- D. Customer must be in compliance with any and all payments due Spillman.

Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the

p.4

Spillman Application Administrator does not have the training or experience necessary to communicate effectively with the Spillman support personnel.

Section 3

SCOPE OF SERVICES

- During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during 3.1 Coverage Hours, subject to the compensation fixed for each type of service in Spillman's current Fee Schedule:
 - Spillman shall maintain a program control center capable of receiving by telephone any Spillman a. Application Administrator reports of software irregularities.
 - Spillman shall maintain a telephone hot line that allows the Spillman Application Administrator to report ь. system problems and seek assistance in use of the Licensed Program.
 - Spillman shall maintain a crained staff capable of rendering the services set forth in this Agreement. C.
 - Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible d. Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Spillman shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 180 days.
 - Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, C. containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to belp Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.
 - Subject to space availability and training fees, Customer may enroll its employees in Spillman's training f. classes, held at Spillman's facility in Logan, Utah, for regular or advanced training.
 - Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer g. and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Spillman and Customer.
 - Spillman software support, although primarily intended for Spillman application software, also extends h. limited support for all operating systems where Spillman has an agreement with the supplier. However, Customer must be aware of the following facts for limited operating system support:
 - In some cases, Customer is in a much better position to deal with operating system issues because 1. they are on-site and because of technical expertise they may have. In these cases, Spillman recommends that they work directly with the hardware vendor on these matters. Spillman will still be available to provide assistance whenever needed.

- Spillman is forced to work with the company that developed the operating system. If that company
 fails to provide quality support, Spillman will not be able to provide quality support to our
 customers. Also, if the company charges Spillman for their support, customer will be billed for
 these charges.
- 3. Some operating system problems can only be solved on-site. If and when this situation occurs, Spillman personnel will travel to Customer's site with Customer's approval. Customer will be billed according to the Spillman fee schedule for travel expenses and comprehensive per diem.
- 4. In the event that a bug is identified in the operating system, Spillman will immediately report the problem directly to the provider. However, we will be required to accept their schedule for fixing the problem.
- 5. If enhancement requests are made to Spillman for changes to the operating system, Spillman will pass them along to the provider. Spillman can make no commitments as to when, or if, the enhancements will be included in future releases.
- 6. Spillman will provide assistance with operating system upgrades but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee.
- Most operating system upgrades require on-site assistance. The fee for on-site assistance is not included with Spillman software support.
- Spillman must approve all operating system upgrades in advance to verify that the upgrade is necessary and compatible with the Spillman software.

3.2 The following items are specifically not covered by this agreement:

- a. Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors. Also, any hardware limitations due to insufficient memory, disk storage or processing power.
- b. Any problems caused by hardware failure.
- c. Any work required to restore or recover data files and/or the operating system.
- d. Any problem caused by an operator.
- e. Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- f. Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by Spillman.
- g. Problems with, or caused by any hardware or third party software not supported by Spillman, including, but not limited to, Imaging, Fingerprinting (i.e. DBI, Identix), SNA, high availability, X-stations, word processors (i.e. WordPerfect, Lyrix, Crystal Writer), terminal emulators, etc.
- h. Any network failures or problems including, but not limited to cabling, communication lines, routers, connectors, and network software.
- i. Printers connected off the back of terminals/personal computers (pass through printing) or network printers are not supported by Spillman.

Spillman strongly recommends that Customer obtains a support agreement with the third party vendors for the items listed in Section 3.2. Upon request, Spillman will provide on-site support at Spillman's current rate per hour plus travel expenses and

per-diem.

Section 4

OBLIGATION OF CUSTOMER

- 4.1 Customer shall provide access to its facilities in connection with the performance of Spillman of its obligations hereunder. No charge shall be made for such access. It is agreed that prior notification will be given when access is required.
- 4.2 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which a Problem in the Licensed Program became apparent.
- 4.3 Customer must maintain a modern and data set connected directly to the server (the modern cannot be connected to a network) 24 hours per day, 7 days a week, used with the Licensed Program being maintained by Spillman hereunder and provide access to a dedicated voice grade local telephone.
- 4.4 A representative of Customer must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, no work will be performed and Customer will be charged for such Spillman representative.
- 4.5 All communications by Customer to Spillman must be in the English language.
- 4.6 Oustomer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 5. At least one of these Spillman Application Administrators must be available at all times.

Section 5

SPILLMAN APPLICATION ADMINISTRATOR REQUIREMENTS

- 5.1 Each Spillman Application Administrator must be certified by Spillman within ninety (90) days of installation of the Licensed Program by successfully completing and passing the final written and practical examinations of the following training courses:
 - a. System Introduction Inquiry (6 Hours)
 - b. System Introduction Data Entry & Modification (6 Hours)
 - c. Unix Fundamentals Training (SCO, AIX, or HP-UX). (Three Days)
 - d. Basic System Administration (One Day)
- 5.2 Bach Spillman Application Administrator must be identified in Appendix A properly signed by Customer.
- 5.3 Each Spillman Application Administrator must be qualified to address, or have other support sources to address, without the aid of Spillman, all problems relating to any hardware, software or operating system not directly associated with Spillman's software.
- 5.4 Calls received by anyone not identified in Appendix A are not covered by this agreement and are therefore subject to hourly fees, and are not subject to minimum Response Time.

Section 6

FEES AND CHARGES

- 6.1 Customer shall pay Spillman the Support Fee and any other charges or fees described herein.
- 6.2 Spillman reserves the right to change its Support Fee from time to time, provided that no such change will be effective until at least 90 days after Spillman has given Customer written notice of such change. Support Fee changes will result from changes in (1) Software Prices, (2) The number of modules, (3) The Customer's support classification, (4) Computer hardware or (5) Selection by Customer of different Coverage Hours.
- 6.3 Spillman shall invoice Customer at the beginning of each contract year for the Support Fee. Charges accrued and all reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.
- 6.4 Customer shall be responsible for the fees and charges for procuring, installing, and maintaining all equipment, telephone lines, moderns, communications interfaces, and other hardware necessary to operate the Licensed Software and to obtain from Spillman the services called for by this Agreement.
- 6.5 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by the Customer and performed outside of Coverage Hours. These charges are applicable for any work performed after hours, REGARDLESS OF THE CAUSE, even if it was reported and/or initiated during Coverage Hours.
- 6.6 On-site assistance will be performed as requested by Customer. However, Customer will be billed according to the Spillman Fee Schedule for travel and living expenses.

Section 7

PROPRIETARY RIGHTS

- 7.1 To the extent that Spillman may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by Spillman (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs in the most current form provided by Spillman, in Customer's own facility; (2) use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Spillman. Upon termination of such License Agreement, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the License Agreement shall be sufficient for such purposes.
- 7.2 The Vendor Programs are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer shall from time to time take any further action and execute any further instrument, including documents of assignment or acknowledgment, that Spillman may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

Section 8

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 8.1 Spillman disclaims all other warranties, either expressed or implied and representations with respect to the licensed program, except as stated in the License Agreement.
- 8.2 In no event shall Spillman be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if Spillman has been advised of the possibility of such damages. The cumulative liability of Spillman to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to Spillman by the Customer within the last 12 months.
- 8.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

Section 9

TERMINATION

- 9.1 This Agreement may be terminated as follows:
 - a. This Agreement shall immediately terminate upon the termination of the License Agreement;
 - b. This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 90 days' prior written notice is given to the other party; or
 - c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.
- 9.2 Following termination of this Agreement, Spillman shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Spillman for the remaining term of the License Agreement. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.

Section 10

MISCELLANEOUS

- 10.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

- 10.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.
- 10.4 The waiver by either party or any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

IN WITHESS WHERE OF the parties have caused	nns Whitemient in no executed place and amportant
representatives as set forth below.	<u>_</u>
Accepted and Approved by Qustomer	Accepted and Approved by Spillman: Signed:
Signed: Lanal Moderation	Signed:
Printed:	Printed: Richard E. Spittmen
Title:	Title: President
Date:, 19	Date:, 19

APPENDIX A

SPILLMAN APPLICATION ADMINISTRATORS

Cus	stomer Name			
Dat	<u> </u>			
i I	Name: Name: Nitle: Office Phone Number: Seeper Number: Home Phone Number: Mailing Address:			
C E	Name: Sitle: Office Phone Number: Beeper Number: Home Phone Number: Mailing Address:		· · · · · · · · · · · · · · · · · · ·	
T O B	Name:			**************************************
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Computer Software License Agreement SPILLMAN Technologies. INC.

SPILLMAN COPY

THIS COMPUTER SOFTWARE LICENSE AGREEMENT hereinafter referred to as "Agreement" is made this 27 day of August, 1999, by and between Spillman Technologies, Inc. hereinafter referred to as "Spillman", with principal offices at 843 South 100 West, Logan, Utah 84321, and Gila County Sheriff's Office, hereinafter referred to as "Licensee", with principal offices at 1400 East Ash Street, Globe, Arizona 85501. This Agreement, together with one or more executed Purchase Agreement(s) constitute one integrated agreement and is the complete and exclusive statement of Spillman's obligation and responsibilities with regard to licensing software.

IN CONSIDERATION of the mutual terms, covenant and conditions contained berein and as provided, in the Purchase Agreement, and other good and valuable consideration, it is hereby agreed between the parties as follows:

- 1. Product. The product is the "Spillman Software Modules" identified in duly executed Purchase Agreements, hereinafter referred to as "Spillman Software". The Spillman Software is defined to be the package of computer programs in machine-readable form and any related materials and user documentation.
- 2. License. In consideration of the payment of the purchase price as stated in the Purchase Agreement, Spillman grants Licensee a non-exclusive, non-transferable license to use the "Spillman Software", subject to the following terms and conditions:

A. Licensee may:

- Install the Spillman Software in Licensee's facility.
- Use the Spillman Software for purposes of serving the Internal needs of Licensee's business.
- Make one copy of the Spillman Software in machine-readable form, for nonproductive backup purposes only, provided that Spillman's proprietary legend is included.
- B. Licensee may not use, copy, or modify the Spillman Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Spillman. Licensee may not install the Spillman Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld). If Licensee uses, copies, or modifies the Spillman Software or if Licensee transfers possession of any copy, adaptation, transcription, or merged portion of the Spillman Software to any other party in any way not expressly authorized by Spillman, Licensee's license is automatically terminated.
- C. Licensee may not allow any other agency, entity or individual to use or have access to the Spillman Software in any manner other than inquire-only unless expressly authorized by Spillman.
- D. Licensee is responsible for selecting a Spillman Application Administrator who is qualified to operate the Spillman Software on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Spillman Software.
- E. Other components (hardware or software) may be required for the use of the Spillman Software. Except as agreed otherwise in writing, Spillman assumes no responsibility under this Agreement for

: -

obtaining or supporting such components. Licensee is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Spillman Software operates.

- F. Licensee is responsible for converting Licensee's data files for use with the Spillman Software.
- 3. Proprietary Protection of Spillman Software. To protect Spillman's ownership interest in the Spillman Software, the following shall apply:
- A. Spillman shall have sole and exclusive ownership of all rights, title, and interest in and to the Spillman Software. Design Specifications, Custom Modules, Programming and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted by Spillman. This Agreement does not provide Licensee with title or ownership of the Spillman Software, but only a right of limited use. Licensee must keep the Spillman Software free and clear of all claims, liens, and encumbrances.
- B. The Spillman Software is a commercially valuable, proprietary product of Spillman, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. The Spillman Software is treated by Spillman as confidential and contains substantial trade secrets of Spillman, which Spillman has entrusted to Licensee in confidence to use only as expressly authorized. Spillman claims and reserves all rights and benefits afforded under federal copyright law in all software programs and user materials that constitute the Spillman Software, and in all software documentation related thereto, as unpublished works.
- C. Licensee may not, at any time, disclose or disseminate the Spillman Software to any person who does not need to obtain access thereto consistent with Licensee's rights under this Agreement. Under no circumstances may Licensee disclose or disseminate the Spillman Software to any competitor of Spillman. Licensee will devote Licensee's best efforts to ensure that all Licensee's personnel and all other persons afforded access to the Spillman Software shall protect it against improper use, dissemination, or disclosure.
- D. Licensee hereby authorizes Spillman to enter Licensee's premises in order to inspect the Spillman Software in any reasonable manner during regular business hours.
- E. Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Spillman shall be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Spillman's right to obtain injunctive relief shall not limit its right to seek further remedies in money or damages.
- F. Licensee's obligations hereunder shall remain in effect for as long as Licensee continues to possess or use the Spillman Software or any trade secrets derived therefrom.
- 4. Documentation. Spillman agrees to allow Licensee to use Spillman copyrighted documentation of the Spillman Software to photocopy as many copies of the Spillman documentation as the agency requires for agency use only in the use of the Spillman Software, to not distribute any original or copy of documentation outside of the agency, and to not reveal this documentation to competitors of Spillman.
- 5. Limited Warranty. Spillman warrants, for Licensee's benefit alone, that the Spillman Software conforms in all material respects to the specifications for the current version of the Spillman Software as described in Spillman's product specifications as of the date the Purchase Agreement is signed and for a period of fifteen (15) months thereafter. This warranty is expressly conditioned on Licensee's observance of the operating, security, and data-control procedures set forth in the User's Manual(s) included with the Spillman Software.
- 6. Obsolescence. Spillman is not responsible for obsolescence of the Spillman Software that may result from changes in Licensee's requirements. The foregoing warranty shall apply only to the most current version

of the Spillman Software issued by Spillman from time to time. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Spillman Software.

- 7. No Other Warranties. Spillman disclaims all other warranties, either expressed or implied and representations with respect to the Spillman Software, including its condition, its conformity to any representation or description, the existence of any latent or patent defects, and its merchantability or fitness for a particular use.
- 8. Licensee Remedies. As Licensee's exclusive remedy for any material nonconformity or defect in the Spillman Software for which Spillman is responsible, Spillman shall attempt through reasonable effort to correct or cure such nonconformity or defect. However, Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Spillman Software if Licensee has made any changes whatsoever to the Spillman Software, if the Spillman Software has been misused or damaged in any respect, or if Licensee has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.
- 9. Limits of Liability. The cumulative liability of Spillman to Licensee for all claims related to the Spillman Software and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees and charges paid to Spillman hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- 10. No Liability for Consequential Damages. In no event shall Spillman be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against Licensee, even if Spillman has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to which other provisions of this Agreement have been breached or have proven ineffective.
- 11. Term. Licensee's license of the Spillman Software shall become effective upon execution of this Agreement and shall continue unless terminated as provided herein.
- 12. Termination. Licensee may terminate this Agreement at any time upon written notice to Spillman. Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Spillman. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Spillman Software, Licensee must return, or certify the destruction of, all copies of the Spillman Software in Licensee's possession (whether modified or unmodified), and all other materials pertaining to the Spillman Software (including all copies thereof).
- 13. General. No modification of this Agreement shall be binding unless it is in writing and is signed by both parties. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.
- Survival of Terms. In the event that any of the terms of this Agreement are or become or are declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect. This Agreement shall be construed pursuant to the laws of the state of Utah and shall be enforced only in the First District Court of Cache County, State of Utah.
- 15. Indemnification. Spillman hereby indemnifies and agrees to hold Licensee harmless from and against any and all claims, demands, or actions and costs, liabilities, or losses arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or other proprietary rights by the Software furnished hereunder.

SPILLMAN WANTS LICENSEE TO BE CONFIDENT THAT THE SPILLMAN SOFTWARE WILL SUIT LICENSEB'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE SPILLMAN SOFTWARE WITH LICENSEE AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEB'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON LICENSEB'S EXAMINATION OF THE SPILLMAN SOFTWARE, THE SPILLMAN SOFTWARE IS SATISFACTORY.

Accepted and Approved by Licensee:	Accepted and Approved by Spillman:
Signed:	Signed: M. Sullur
Printed: RON Christensen	Printed: Richard E. Soffman
Tille: Supervisor, Chairman	Title: President
Date: 0ct 5 19 99 Date:	. 19

Gila County SO, AZ

Maintenance Breakdown 01/01/2021 - 12/31/2021

	01/01/2021 12/01/2021						
Line		Sι	ıbtotal	Ta	ìх	To	tal
1	CAD MAINTENANCE (ENHANCED) - STANDARD	\$	1,327.79	\$	118.17	\$	1,445.96
2	STATELINK MAINTENANCE - STANDARD	\$	4,423.23	\$	393.67	\$	4,816.90
3	CAD MAPPING MAINTENANCE - STANDARD	\$	3,300.35	\$	293.73	\$	3,594.08
4	DRIVER LICENSE SCANNING MAINTENANCE - STANDARD	\$	988.53	\$	87.98	\$	1,076.51
5	E9-1-1 INTERFACE MAINTENANCE - STANDARD	\$	1,022.46	\$	91.00	\$	1,113.46
6	EQUIPMENT MAINTENANCE MAINTENANCE - STANDARD	\$	2,044.92	\$	182.00	\$	2,226.92
7	ERS FIRE AND EMS RECORDS INTERFACE MAINTENANCE - STAN	\$	1,204.95	\$	107.24	\$	1,312.19
8	EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDAF	\$	2,034.39	\$	181.06	\$	2,215.45
9	EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	\$	625.88	\$	55.70	\$	681.58
10	IMAGING MAINTENANCE - STANDARD	\$	3,408.96	\$	303.40	\$	3,712.36
11	INSIGHT MAINTENANCE - STANDARD	\$	2,943.37	\$	261.96	\$	3,205.33
12	HUB MAINTENANCE (ENHANCED) - STANDARD	\$	26,384.99	\$	2,348.26	\$	28,733.25
13	MOBILE ARREST FORM MAINTENANCE - STANDARD	\$	2,521.95	\$	224.45	\$	2,746.40
14	MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE	\$	3,788.54	\$	337.18	\$	4,125.72
15	MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDA	\$	3,788.54	\$	337.18	\$	4,125.72
16	MOBILE VOICELESS CAD MAINTENANCE - STANDARD	\$	3,788.54	\$	337.18	\$	4,125.72
17	OFFENDER TRACKING MAINTENANCE - STANDARD	\$	1,830.40	\$	162.91	\$	1,993.31
18	PAWNED PROPERTY MAINTENANCE - STANDARD	\$	1,030.65	\$	91.73	\$	1,122.38
19	PERSONNEL MANAGEMENT MAINTENANCE - STANDARD	\$	1,756.56	\$	156.33	\$	1,912.89
20	PIN MAPPING MAINTENANCE - STANDARD	\$	865.70	\$	77.05	\$	942.75
21	SENTRYX GIS (GEOBASE) MAINTENANCE - STANDARD	\$	-	\$	-	\$	-
22	CIVIL PROCESS MAINTENANCE - STANDARD	\$	1,772.33	\$	157.74	\$	1,930.07
23	SWANSON COMMISSARY INTERFACE MAINTENANCE - STANDA	\$	-	\$	-	\$	-
24	TRAFFIC INFORMATION MAINTENANCE - STANDARD	\$	1,524.32	\$	135.66	\$	1,659.98
25	VEHICLE IMPOUND MAINTENANCE - STANDARD	\$	952.89	\$	84.81	\$	1,037.70
26	FLEX TOUCH MAINTENANCE - STANDARD	\$	3,300.35	\$		\$	3,594.08
27	JAIL MANAGEMENT MAINTENANCE - STANDARD	\$	5,162.58	\$	459.47	\$	5,622.05
28	LAW RECORDS MAINTENANCE - STANDARD	\$	1,452.96	\$		\$	1,582.27
29	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	\$	3,151.87	\$		\$	3,432.39
30	MOBILE RECORDS MAINTENANCE - STANDARD	\$	3,788.54	\$	337.18	\$	4,125.72
31	NIBRS MAINTENANCE - STANDARD	\$	383.84	\$	34.16	\$	418.00
32	IBR MAINTENANCE - STANDARD	\$	1,107.25	\$		\$	1,205.80
33	LIVESCAN FINGERPRINTING INTERFACE MAINTENANCE - STANI	\$		\$		\$	2,863.11
34	TRACS ACCIDENTS INTERFACE MAINTENANCE - STANDARD	\$	2,095.81	\$		\$	2,282.34
35	TRACS CITATIONS INTERFACE MAINTENANCE - STANDARD	\$	2,095.81	\$	186.53	\$	2,282.34
	Total	\$	98,498.37	\$	8,766.36	\$	107,264.73



Motorola Solutions, Inc.

500 West Monroe Chicago IL 60661 United States

Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction NumberTransaction DateTransaction Total823041207502-JUN-202331,130.66 USD

P.O. Number

1209114096

Payment Terms Payment Due Date

Net Due in 30 Days 02-JUL-2023

Visit our website at www.motorolasolutions.com
Bill To Address

GILA COUNTY SHERIFF ATTN: Accounts Payable PO BOX311 GLOBE AZ 85502 United States Ship To Address

GILA COUNTY SHERIFF 1100 E. SOUTH STREET P.O. BOX 311 GLOBE AZ 85502 United States

P.O. Date

IMPORTANT INFORMATION

For all invoice payment inquiries contact

watchguard.accounts.receivable@motorolasolutions.com Telephone: 469-457-1993

Customer Account No

Sales Order(s): USC000201593-R02-SEP-22 06:33:22

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
		Equipment at Site: 1862875 1209114096 1100 E. SOUTH STREET P.O. BOX 311 GLOBE AZ 85502 United States			
1	SSV00S00012A-SP	CAD MAINTENANCE (ENHANCED) - STANDARD:01-JAN-2023:31- DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	369.39	369.39
2	SSV00S00052A-SP	STATELINK MAINTENANCE - STANDARD:01-JAN-2023:31-DEC- 2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	1,230.54	1,230.54
3	SSV00S00072A-SP	CAD MAPPING MAINTENANCE - STANDARD:01-JAN-2023:31-DEC- 2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	918.16	918.16

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date
8230412075	1209114096	02-JUL-2023

Transaction Total	Amount Paid
31,130.66 USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

GILA COUNTY SHERIFF ATTN: Accounts Payable PO BOX311 GLOBE AZ 85502 United States **Payment Transfer Details**

Send Payments To:

Bank of America, Dallas Bank Account No: 3756319806



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
13108 Collections Center
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Motorola Solutions, Inc.

500 West Monroe Chicago IL 60661 United States

Federal Tax ID: 36-1115800

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
4	SSV00S00178A-SP	DRIVER LICENSE SCANNING MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	275.01	275.01
5	SSV00S00181A-SP	E9-1-1 INTERFACE MAINTENANCE - STANDARD:01-JAN-2023:31- DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	284.45	284.45
6	SSV00S00184A-SP	EQUIPMENT MAINTENANCE MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	568.90	568.90
7	SSV00S00187A-SP	ERS FIRE AND EMS RECORDS INTERFACE MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	335.22	335.22
8	SSV00S00190A-SP	EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	565.97	565.97
9	SSV00S00193A-SP	EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	174.12	174.12
10	SSV00S00262A-SP	IMAGING MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	948.37	948.37
11	SSV00S00280A-SP	INSIGHT MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	818.84	818.84
12	SSV00S00015A-SP	HUB MAINTENANCE (ENHANCED) - STANDARD:01-JAN-2023:31- DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	7,340.30	7,340.30
13	SSV00S00331A-SP	MOBILE ARREST FORM MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	701.61	701.61
14	SSV00S00334A-SP	MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	1,053.97	1,053.97
15	SSV00S00352A-SP	MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	1,053.97	1,053.97
16	SSV00S00354A-SP	MOBILE VOICELESS CAD MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	1,053.97	1,053.97
17	SSV00S00405A-SP	OFFENDER TRACKING MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	509.22	509.22
18	SSV00S00417A-SP	PAWNED PROPERTY MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	286.73	286.73
19	SSV00S00432A-SP	PERSONNEL MANAGEMENT MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	488.67	488.67
20	SSV00S00438A-SP	PIN MAPPING MAINTENANCE - STANDARD:01-JAN-2023:31-DEC- 2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	240.84	240.84
21	SSV00S00480A-SP	SENTRYX GIS (GEOBASE) MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023:	1	0.00	0.00



Motorola Solutions, Inc.

500 West Monroe Chicago IL 60661 United States

Federal Tax ID: 36-1115800

ORIGINAL INVOICE Transaction Number Transaction Date Transaction Total 8230412075 31,130.66 USD P.O. Number P.O. Date Customer Account No 1209114096 1209114096 Payment Terms Payment Due Date Net Due in 30 Days 02-JUL-2023

Line Item #	website at www.motorolasol Item Number	Description Qty.		Unit Price (USD)	Amount (USD)
		Service From: 01-JUL-2023 Service To: 30-SEP-2023		• •	• •
22	SSV00S00021A-SP	CIVIL PROCESS MAINTENANCE - STANDARD:01-JAN-2023:31- DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	493.06	493.06
23	SSV00S00504A-SP	SWANSON COMMISSARY INTERFACE MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	0.00	0.00
24	SSV00S00527A-SP	TRAFFIC INFORMATION MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	424.07	424.07
25	SSV00S00533A-SP	VEHICLE IMPOUND MAINTENANCE - STANDARD:01-JAN-2023:31- DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	265.09	265.09
26	SSV00S00028A-SP	FLEX TOUCH MAINTENANCE - STANDARD:01-JAN-2023:31-DEC- 2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	918.16	918.16
27	SSV00S00031A-SP	JAIL MANAGEMENT MAINTENANCE - STANDARD:01-JAN-2023:31- DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	1,436.23	1,436.23
28	SSV00S00033A-SP	LAW RECORDS MAINTENANCE - STANDARD:01-JAN-2023:31-DEC- 2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	404.21	404.21
29	SSV00S00036A-SP	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:01-JAN- 2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	876.85	876.85
30	SSV00S00038A-SP	MOBILE RECORDS MAINTENANCE - STANDARD:01-JAN-2023:31- DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	1,053.97	1,053.97
31	SSV00S00040A-SP	NIBRS MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	106.79	106.79
32	SSV00S00050A-SP	IBR MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	1,232.15	1,232.15
33	SSV00S00307A-SP	LIVESCAN FINGERPRINTING INTERFACE MAINTENANCE - STANDARD:01-JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	731.42	731.42
34	SSV00S00521A-SP	TRACS ACCIDENTS INTERFACE MAINTENANCE - STANDARD:01- JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	583.05	583.05
35	SSV00S00524A-SP	TRACS CITATIONS INTERFACE MAINTENANCE - STANDARD:01- JAN-2023:31-DEC-2023: Service From: 01-JUL-2023 Service To: 30-SEP-2023	1	583.05	583.05
		Site AZ Tax at 9.9%			2,804.31
		Site Total			31,130.66



Motorola Solutions, Inc. 500 West Monroe Chicago IL 60661 United States Federal Tax ID: 36-1115800

ORIGINAL INVOICE						
Transaction Number 8230412075	Transaction Date 02-JUN-2023		Transaction 31,130.66			
P.O. Number		P.O.	Date	Customer 12091140	r Account No 96	
Payment Terms Net Due in 30 Days		•		Payment 02-JUL-20		
.•		HIGE	Subtotal		20 226 25	

Total Tax	ΑZ	2,804.31	030	Subiolai	20,320.33
			USD	Total Tax	2,804.31
			USD	Total	31,130.66
			USD	Amount Due	31,130.66

Motorola Solutions, Inc. 500 West Monroe Chicago IL 60661 United States

Federal Tax ID: 36-1115800

ORIGINAL INVOICE Transaction Number Transaction Date Transaction Total 02-DEC-2023 8230435048 33.309.82 USD

P.O. Date **Customer Account No** P.O. Number 1209114096

Payment Terms Payment Due Date Net Due in 30 Days 01-JAN-2024

Visit our website at www.motorolasolutions.com Bill To Address

GILA COUNTY SHERIFF ATTN: Accounts Payable PO BOX311 **GLOBE AZ 85502 United States**

Ship To Address GILA COUNTY SHERIFF 1100 E. SOUTH STREET P.O. BOX 311 **GLOBE AZ 85502 United States**

IMPORTANT INFORMATION

For all invoice payment inquiries contact AccountsReceivable@motorolasolutions.com Telephone: 469-457-1993

Sales Order(s): USC000201593-R02-SEP-23 08:54:50

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

nent at Site: 1862875 14096 1100 E. SOUTH STREET P.O. BOX 311 GLOBE AZ 85502 United States			
Office Otales	1		
AD MAINTENANCE (ENHANCED) - STANDARD:01-JAN- -DEC-2024: e From: 01-JAN-2024 Service To: 31-MAR-2024	1	395.25	395.25
TATELINK MAINTENANCE - STANDARD:01-JAN-2024:31- 24: e From: 01-JAN-2024 Service To: 31-MAR-2024	1	1,316.68	1,316.68
AD MAPPING MAINTENANCE - STANDARD:01-JAN-2024:31- 24: e From: 01-JAN-2024 Service To: 31-MAR-2024	1	982.43	982.43
	24: e From: 01-JAN-2024 Service To: 31-MAR-2024 AD MAPPING MAINTENANCE - STANDARD:01-JAN-2024:31- 24:	24: e From: 01-JAN-2024 Service To: 31-MAR-2024 AD MAPPING MAINTENANCE - STANDARD:01-JAN-2024:31- 24:	24: e From: 01-JAN-2024 Service To: 31-MAR-2024 AD MAPPING MAINTENANCE - STANDARD:01-JAN-2024:31- 24:

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date
8230435048	1209114096	01-JAN-2024
		* * * * * * * * * * * * * * * * * * * *

Transaction Total	Amount Paid
33,309.82 USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

GILA COUNTY SHERIFF ATTN: Accounts Payable **PO BOX311 GLOBE AZ 85502 United States**

Payment Transfer Details

Bank of America, Dallas WIRE Routing Transit Number: 026009593

ACH/EFT Routing Transit Number: 111000012

SWIFT: BOFAUS3N

Bank Account No: 3756319806

Send Payments To:



MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 13108 Collections Center Chicago IL 60693 United States

Please provide your remittance details to: US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Motorola Solutions, Inc. 500 West Monroe Chicago IL 60661 United States Federal Tax ID: 36-1115800

ORIGINAL INVOICE						
Transaction Number 8230435048	Transaction Date 02-DEC-2023		Transact 33,309.	ion Total 82 USD		
P.O. Number		P.O.	Date	Customer Account No 1209114096		
Payment Terms Net Due in 30 Days		•		Payment Due Date 01-JAN-2024		

Line Item#	Item Number	Utions.com Description	Qty.	Unit Price (USD)	Amount (USD)
<u>πem #</u>	SSV00S00178A-SP	FLEX DRIVER LICENSE SCANNING MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	294.26	294.26
5	SSV00S00181A-SP	E9-1-1 INTERFACE MAINTENANCE - STANDARD:01-JAN-2024:31- DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	304.36	304.36
6	SSV00S00184A-SP	FLEX EQUIPMENT MAINTENANCE MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	608.72	608.72
7	SSV00S00187A-SP	ERS FIRE AND EMS RECORDS INTERFACE MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	358.68	358.68
8	SSV00S00190A-SP	FLEX EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	605.58	605.58
9	SSV00S00193A-SP	FLEX EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:01- JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	186.31	186.31
10	SSV00S00262A-SP	FLEX IMAGING MAINTENANCE - STANDARD:01-JAN-2024:31-DEC- 2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	1,014.76	1,014.76
11	SSV00S00280A-SP	FLEX INSIGHT MAINTENANCE - STANDARD:01-JAN-2024:31-DEC- 2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	876.16	876.16
12	SSV00S00015A-SP	FLEX HUB MAINTENANCE (ENHANCED) - STANDARD:01-JAN- 2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	7,854.12	7,854.12
13	SSV00S00331A-SP	FLEX MOBILE ARREST FORM MAINTENANCE - STANDARD:01- JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	750.72	750.72
14	SSV00S00334A-SP	FLEX MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	1,127.75	1,127.75
15	SSV00S00352A-SP	FLEX MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	1,127.75	1,127.75
16	SSV00S00354A-SP	FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD:01- JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	1,127.75	1,127.75
17	SSV00S00405A-SP	FLEX OFFENDER TRACKING MAINTENANCE - STANDARD:01-JAN- 2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	544.86	544.86
18	SSV00S00417A-SP	FLEX PAWNED PROPERTY MAINTENANCE - STANDARD:01-JAN- 2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	306.80	306.80
19	SSV00S00432A-SP	FLEX PERSONNEL MANAGEMENT MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	522.88	522.88
20	SSV00S00438A-SP	FLEX PIN MAPPING MAINTENANCE - STANDARD:01-JAN-2024:31- DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	257.70	257.70



Motorola Solutions, Inc. 500 West Monroe Chicago IL 60661 United States Federal Tax ID: 36-1115800

ORIGINAL INVOICE							
Transaction Number 8230435048	Transaction Date 02-DEC-2023		etion Total 9.82 USD				
P.O. Number		P.O.	Date	Customer Account No 1209114096			
Payment Terms Net Due in 30 Days				Payment Due Date 01-JAN-2024			

	website at www.motorolasol	Description	Qty.	Unit Price	Amount
Line Item#	tem number	Description	wiy.	(USD)	(USD)
21	SSV00S00480A-SP	FLEX SENTRYX GIS (GEOBASE) MAINTENANCE - STANDARD:01- JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	0.00	0.00
22	SSV00S00021A-SP	FLEX CIVIL PROCESS MAINTENANCE - STANDARD:01-JAN- 2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	527.58	527.58
23	SSV00S00504A-SP	SWANSON COMMISSARY INTERFACE MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	0.00	0.00
24	SSV00S00527A-SP	FLEX TRAFFIC INFORMATION MAINTENANCE - STANDARD:01- JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	453.75	453.75
25	SSV00S00533A-SP	FLEX VEHICLE IMPOUND MAINTENANCE - STANDARD:01-JAN- 2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	283.65	283.65
26	SSV00S00028A-SP	FLEX TOUCH MAINTENANCE - STANDARD:01-JAN-2024:31-DEC- 2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	982.43	982.43
27	SSV00S00031A-SP	FLEX JAIL MANAGEMENT MAINTENANCE - STANDARD:01-JAN- 2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	1,536.77	1,536.77
28	SSV00S00033A-SP	FLEX LAW RECORDS MAINTENANCE - STANDARD:01-JAN- 2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	432.51	432.51
29	SSV00S00036A-SP	FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:01- JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	938.23	938.23
30	SSV00S00038A-SP	FLEX MOBILE RECORDS MAINTENANCE - STANDARD:01-JAN- 2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	1,127.75	1,127.75
31	SSV00S00040A-SP	FLEX NIBRS MAINTENANCE - STANDARD:01-JAN-2024:31-DEC- 2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	114.26	114.26
32	SSV00S00050A-SP	FLEX IBR MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	1,318.40	1,318.40
33	SSV00S00307A-SP	LIVESCAN FINGERPRINTING INTERFACE MAINTENANCE - STANDARD:01-JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	782.62	782.62
34	SSV00S00521A-SP	TRACS ACCIDENTS INTERFACE MAINTENANCE - STANDARD:01- JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	623.87	623.87
35	SSV00S00524A-SP	TRACS CITATIONS INTERFACE MAINTENANCE - STANDARD:01- JAN-2024:31-DEC-2024: Service From: 01-JAN-2024 Service To: 31-MAR-2024	1	623.87	623.87
		Site AZ Tax at 9.9% Site Total			3,000.61 33,309.82



Motorola Solutions, Inc. 500 West Monroe Chicago IL 60661 United States Federal Tax ID: 36-1115800

ORIGINAL INVOICE							
Transaction Number 8230435048	mber Transaction Date Transaction Total 02-DEC-2023 33,309.82 USD						
P.O. Number		P.O.	Date	Custome 12091140	r Account No 96		
Payment Terms Net Due in 30 Days				Payment 01-JAN-2	Due Date 024		
		Her	Cubasas		20 200 24		

Visit our website at www.motorolasolutions.com

Total Tax AZ 3,000.61

USD Subtotal 30,309.21

USD Total Tax 3,000.61

USD Total 33,309.82

USD Amount Due 33,309.82

ARF-8488

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Joseph Williams, Assessor

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Assessor's Office

Fiscal Year: 2024 Budgeted?: Yes

Contract Dates 01-02-24 to 06-30-24 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to use Arizona State Contract CTR063770 with Iron Mountain, Inc. for the Assessor Parcel Digitization.

Background Information

The Assessor's Office has parcel records, maps, and historical value information that is all on paper copy located in the Globe office. This information holds historical title chain information, maps, and valuation information and without digitizing the information, there is no backup of the information that is stored in those files. If a fire or accident were to happen, there would be no way of retrieving any of the information that would be lost. Digitizing the information would also allow staff in the Payson office to directly access the information, without having to contact the Globe office to request a desired parcel record.

Evaluation

The proposal is for digitization of the assessor parcel records that we currently hold in the vault. The expected results of this undertaking would be that staff would have a digital copy of the parcel records, thus not relying on physical paper copies that can get damaged, lost, or ruined. Digitization of the parcel records would also allow employees to directly access the records themselves at their convenience. Under the current process, someone needing a record in the Payson office must contact globe personnel to retrieve the physical file and scan its contents to the email of the Payson employee. Under the new system the Payson employees would have direct access to retrieve the desired record

without having to involve other personnel.

Under the current process, if mapping has a record checked out for a task, other personnel must track down the physical file record if they need to review it. Under the new system, both personnel would be able to access the parcel record from the database, which would eliminate the possibility of losing all or portions of the record due to being moved frequently.

Conclusion

In an effort to improve efficiency and security of our parcel filing system, staff is requesting the approval of the digitization of the Assessor's Office parcel records. This process will improve the access and efficiency of accessing our parcel records between the 2 assessor offices, as well as providing a digital backup of the files, which we currently do not have and is needed.

Recommendation

The Chief Deputy Assessor recommends the approval of the Iron Mountain Contract for digitization of the Assessor's Office parcel records.

Suggested Motion

Information/Discussion/Action to approve the use of Arizona State Contract No. CTR063770 with Iron Mountain Information Management LLC in the amount of \$114,172.95 through June 30, 2024, for the digitization of the Assessor's parcel records. (Micah Wheeler)

Attachments

Contract No. CTR063770-Digitization of Assessor's Office

SOW Digitzation Services

No Forced Labor of Ethinic Uyghurs Ban

State of AZ CTR063770

Single Source Justification 1

CONTRACT AGREEMENT NO. CTR063770

Contract Name:	Digitization of Asse	ssor Files		Contract No.:	CTR063	770
2024, by and be	tween Gila County,	-	of the State of	Arizona herein	_	ated the County, and nafter designated the
is needed to imp	prove access and eff		ooth the Payson	and Globe offic		or parcel records. This g the parcels records,
		e of Arizona on Contr s procurement betwe				
Contract End Date		95	_	Renewa	l Option:	☐ Yes ☑ No
Contract Information	_	ation Management, LL	C Contact Pe	erson: Theres	a Potu	
_	101 Worldgate, Suite 5		Phone No:			
City: Herndon	State:	VA 201970 Fax	:	Email:	theresapate	@ironmountain.com
contract with iron	t of the Arizona State Mountain Information n the State of Arizona	Management, LLC, it v	- Procure AZ, for vill save the count	r cooperative pur ry in both time ar	chasing. By a	using the Arizona State a rate that has already

IN WITNESS WHEREOF, Arizona State Contract No. CTR063770 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC
Stephen Christensen, Chairman of the Board	Thersa Pate
stephen christensen, chairman of the board	
James Menlove, Clerk of the Board	
rames Meniove, Cierk of the Board	
APPROVED AS TO FORM:	Approved as to Form and Legal Content Iron Mountain Legal Department
	Pla 2644
	Alan Roth Customer Name: Gila County, AZ
	Date: January 30, 2024
Gila County Attorney's Office	



This Statement of Work ("SOW") is a proposal by Iron Mountain Information Management, LLC ("Iron Mountain", "IRM" or "IM") to perform the services described herein, including the pricing, assumptions, and terms and conditions that will apply to a contract resulting from this SOW.

Throughout this SOW, certain provisions have been selected for incorporation herein either by (i) check of a clause(s) that is presented in full, or (ii) check of a link to static, dated clause or clauses incorporated by reference. In both instances (i) and (ii), such provisions are material to this SOW and applicable to a contract resulting from this SOW.

Customer Information ("Customer"):

Gila County Assessor's Office 1400 Ash Street Globe, AZ 85501 Attn: Carrie Bartling cbartling@gilacountyaz.gov

Digitization & InSight Services	Date of SOW: 1/29/2024
IMGS/SLED Number: SLED0003117	Project #:

Proposal Validity Period: The terms and fees quoted under this SOW will only remain valid for acceptance by Customer until 2/29/2024. Thereafter, Iron Mountain may modify the fees or terms and require a modified SOW.

Iron Mountain Contacts:

Michael Stone	Eduardo Puente
Business Development Executive	Project Solutions Specialist
Michael.stone@ironmountain.com	Eduardo.puente@ironmountain.com
480-925-8678	510-299-4651
Akira Cooke	Matthew Lonsway
Customer Success Manager	Solution Architect
Akira.cooke@ironmountain.com	Matthew.lonsway@ironmountain.com
(678)995-1446	(989) 408-1299

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Section 1: Introduction and Technical Statement of Work/ Performance Schedule

Section 2: Pricing and Assumptions

Section 3: Terms and Conditions

Section 4: Acknowledgement/Acceptance

Section 1

Introduction and Technical Statement of Work/ Performance Schedule

Digital Conversion

Iron Mountain provides customers full digital transformation services including document preparation, scanning of textual and graphical documents into digital data, quality assurance, indexing, document reassembly, and digital delivery of data to a new media.

Statement of Work

Controlled Material

Customer will not provide Iron Mountain with any Deposits (including goods, software, services, and/or technical data) that contain technical information regarding defense articles or defense services within the meaning of the U.S. International Traffic in Arms Regulations ("ITAR"), or technical data within the meaning of the U.S. Export Administration Regulations ("EAR"), or are otherwise subject to export restrictions under applicable export control regulations, including ITAR and the EAR. If during the term of the Agreement Customer determines that it can no longer comply with this Section, Customer must immediately notify Iron Mountain in writing. Customer shall take no action that causes Iron Mountain to be non-compliant with applicable export control laws and regulations as it relates to the Deposits.

Digital Conversion Description

Customer seeks a cost-effective, outsourced solution to manage the conversion to digital images.

Business Hours

The digitization part of this project will be completed by Iron Mountain during normal business hours: Monday through Friday 8:00 AM to 5:00 PM local time excluding weekends and holidays.

Project Details

Conversion Type

The following are the types of documents/originals to be converted:

Estimated Percentage of Volume	Media Type
39%	Paper: 8.5x11
1%	Paper: Wide format
60%	Microform

Project Type

This conversion project consists of the following:

- Backfile
- Backfile (Wide Format)
- Microfiche (Backfile)

Turnaround Requirements

Please note: Turnaround time is defined by the time Iron Mountain receives the documents for processing to the time the converted images and data are made available to Customer.

- InSight Backfile turnaround requirements will be mutually agreed upon during the implementation of this solution, unless otherwise specified.
- A test box was not converted for this project as a representative sample of the Customer's documents. All
 processing assumptions contained herein are based directly upon the information provided by the
 Customer.

The above SLA applies only to the maximum volume amounts specified within this Proposal. Items exceeding that maximum will be processed within the SLA if possible; however, will not count against Iron Mountain's achievements to the SLA. Documents over the maximum volume amount will be processed the following business day in a "First-In First-Out" (FIFO) order.

Logistics

Location 1

The information below refers to records/documents stored at the location listed below:

Gila County Assessor's Office ATTN: Carrie Bartling Cbartling@gilacountyaz.gov 1400 Ash St. Globe, AZ 85501

Additional Details

- Documents/records will be made available to Iron Mountain all at one time.
- The estimated number of boxes is 250.

Volume Fluctuations

Volume is not expected to fluctuate.

Secure Source Materials Transport

Iron Mountain and Customer will mutually agree to a scheduled pickup of boxes from the Customer's designated locations. Customer will obtain pack and prep services from Iron Mountain under a separate SOW.

Expected Volumes

Hard Copy

Backfile

Number of Files	36,000
Average Documents per File	1.0
Average Pages per Document	14.8
Percentage of Duplexed Pages	20
Estimated Total Number of Images	38,323
Backfile (Wide Format)	
Number of Files	1,500
Average Documents per File	1.0
Average Pages per Document	1.0
Percentage of Duplexed Pages	20
Estimated Number of Images	1,800
Microform	

Microfiche

Number of Fiche	

Average Number of Images per Fiche 140 Total Number of Images......980,000

Preparation

Document Preparation Requirements

Document preparation includes the removal of all fasteners and bindings, flattening bent corners, document orientation, making minor repairs, repositioning of smaller documents, inserting applicable separator sheets and tearing tri-folds when necessary.

No preparation is required for the microform conversion.

Document Prep Performed By

Documents will be prepared by Iron Mountain prior to scanning according to the details outlined in the following section.

- This project has been identified as requiring standard preparation. Standard preparation is defined as having moderately fastened documents (<1 fastener per 5 pages); 95% bond paper, remaining office-type documents; 95%+ standard size (5% other); and <1% requiring repair or mounting to carrier sheet.</p>
- The documents for conversion are in good condition.
- Wide format documents are rolled and require document preparation to reverse the roll.
- The Microform items for conversion are in **good** condition. If the majority of the material received is not in good condition, Iron Mountain reserves the right to requote based on variations of quality. Interdocument gap is already separated for Iron Mountain scanners to recognize each frame.

Separation Details

- Separation will be at the file level for the backfile conversion.
- Separation will be achieved by inserting standard Iron Mountain separator sheets.
- Iron Mountain will insert the applicable separator sheets.
- Separation will be done manually for microform projects.
- Iron Mountain will maintain the order of the documents in a given box, scanning from the first page to the last page. We will not rearrange the documents prior to scanning.

Disposition of Originals

Documents will not be returned to Customer.

Scanning

Scanning Requirements

This section outlines the setup of the scanner and related functions for all hard copy conversion. All scanning will be performed in duplex mode set with automatic blank page deletion at 5kb or less per page. Images over 5kb that contain no appreciable information will not be considered rejects.

Iron Mountain standard scanning features, including deskewing, automatic brightness, density and threshold settings, despeckle, auto orientation and edge cleanup, are done through an automated process. The output of the automated process will be accepted as is unless otherwise noted in the Quality Assurance section.

Scanning Details

Scanning will be completed at an Offsite Iron Mountain facility

• The project requires color on-the-fly which is the creation of color images based on specific criteria identified in the scanner settings. Customer will provide samples of the documents to be scanned in color as well as requirements for recognizing such documents in the production process. Any page not meeting the criteria will automatically produce a black and white image. This method is not an exact science and Customer may experience black and white pages resulting in a color image. Customer should be cautioned that scanning in color will increase the document size.

The scanners used for this project will have the following capabilities:

- Production (Automatic Document Feed)
- Wide Format
- FlexScan

Microform Details

Microfiche

• **Size**: 16mm

• Style: Jacketed

• Reduction Ratio: 24X

Indexing information located: On image

Quality Assurance

Quality Assurance Requirements

Quality Control consists of a paper to image comparison, a review of image quality, and document separation. The level of quality control selected for this project is identified below.

• Iron Mountain will perform statistical quality control utilizing the ANSI/ASQC (American National Standards Institute/American Society for Quality Control) standard Z1.4 at a 1.0 Acceptable Quality Level (AQL) to establish the sample size(s), acceptance, rejection and re-sampling parameters.

Validation Requirements

Validation consists of a visual comparison, a review of image quality, and document separation. The level of quality control selected for this project is outlined below.

• Iron Mountain will perform a validation to ensure all images are captured from the microfilm in a consistent and accurate manner.

Indexing creates necessary metadata fields to support standard search functionality to access the documents.

- Double key verification will be performed on the appropriate fields as identified in the indexing table.
- Customer will provide examples of the documentation with index fields identified prior to implementation of project. Samples will be complete and representative of documents Iron Mountain will receive during the course of the project. Any document type or variation not included in this sample will be indexed at best effort, but not applicable to Iron Mountain quality requirements.
- For manually indexed fields, Iron Mountain will only capture data present on image. Blank or default values will be provided for missing or illegible data as defined by Customer.

• In those cases where match and merge methods are utilized, Customer will supply the metadata to the designated Iron Mountain secured file transfer protocol (SFTP) site or via portable media on a predetermined basis. Data will be properly formatted as defined by Iron Mountain. See special instruction for the frequency the metadata will be received by Iron Mountain.

Index Fields

Primary Field?	Index Field Name	Basis	Keyed/ OCR	No. of Char	Fixed Length?	Req	Format	Verify
No	File Type (Drop Down)	Per File	Manual	2	No	Yes	Alpha	No
No	Parcel Number	Per File	Manual	10	No	No	Alpha- Numeric	Yes
Yes	Account Number	Per File	Manual	10	No	Yes	Alpha- Numeric	No

- File Type drop down list will include the following selection options:
 - o Business
 - Personal Property
 - o Parcel Documents
 - Hanging Maps/Plots
 - Parcel Microfiche

Reassembly

This section provides the reassembly details of the original hard copy material post conversion.

• The project requires **simple reassembly**. The scanned documents will be placed back in the original file folder without applying any fasteners.

Hard Copy and Digital Release

The following information outlines the disposition of the original hard copy materials as well as the requirements for the converted image destination and image format.

Hard Copy Release Details

Documents will not be returned to Customer.

Digital Release Details

- The image output will be Searchable PDF.
- Released images will be at 300 DPI.
- The index output will be a .CSV file.
- There will be one index file created for each electronic payload delivered for this project. A record will be created within the index file for each image file delivered within each electronic payload.
- Foldering is not required for this project.
- The image and index files will be released to the Iron Mountain InSight platform.
- Files will be made available as they are completed and at a frequency determined by Iron Mountain.

Additional Project Requirements

Customer Review and Notification Period - Post Processing Error Correction Timeline

It is of benefit to both Parties to discover any errors quickly to avoid their duplication in on-going work. Customer will review the program and/or process then promptly notify Iron Mountain of any alterations and or corrections that they deem necessary. During the first month of this project, Iron Mountain requests that Customer review work within one week. Any necessary rescanning services will be provided at no charge for items identified by Customer within a maximum two-week timeframe.

Iron Mountain Transportation

Iron Mountain local transportation will pick up articles ("Articles") from customer's location. The Customer will be responsible for all applicable transportation charges to the imaging center, including but not limited to, transportation handling, trip charges, and receiving and entry. Depending on the Customer's proximity to the imaging center, the boxes may require third party shipment from the local record center. In addition, this could lengthen the project by 5-7 business days.

Special Project Services

Iron Mountain provides customers specialized project services for work such as packaging services, transmittal preparation, file packing and purging, re-labeling, re-boxing, data capture/indexing, data entry, and transportation.

Scope information is for assumption purposes only.

Collection, transport, transmittal preparation, and receipt of an estimated 250 cartons (300.00 cubic feet) of Customer records located at 1400 Ash Street, Globe, AZ 85501.

Iron Mountain will be packing up the records into an estimated 250 cartons under a separate Statement of Work and will deliver the cartons to the Iron Mountain Imaging Center pursuant to the scope herein.

This Statement of Work includes the following Services & Quantities:

SERVICE TYPE	QUANTITY	UNIT TYPE
IM Vehicle Trip	1	Total Miles (164 miles)

Iron Mountain InSight® Solution Requirements

1. Iron Mountain InSight® Platform Assumptions

- Iron Mountain InSight solution will use the compute and storage functionality inherent in the Host: Google Cloud Platform ("GCP"); therefore, all documents processed will reside in the Host.
- The core content for this project will be sourced from:
 - o Iron Mountain Imaging Services (see previous section in SOW for detail)
- Any data ingested into the solution via bulk ingestion will require that data to have an embedded searchable text layer (ie, Searchable PDF) for the in-document level keyword search to be enabled.
- OCR will only process text-based documents (PDF, TIFF, Word, Text) with a file size less than 500MB and no more than 2000 pages. Any document that exceeds these size limits will still be ingested into InSight with a message stating it exceeded the processing size limit. These exception documents will not appear in the results from a full text search.

- OCR/Transcript data extraction for Audio and Video files are not available. Audio and video will only be searchable by file name.
- Customer has the current revision of Google Chrome installed on the computers to be used to access and view the data in Iron Mountain InSight solution.
- Customer has an IMConnect account to enable access to Iron Mountain InSight.
- Customer will provide a local SME to review and enhance the kinds of queries and basic analysis that can be run against the enriched content in the Iron Mountain InSight platform.
- Iron Mountain will host the Customer solution in a shared environment and Customer data in a shared drive with logical separation.

2. Iron Mountain Responsibilities

- Iron Mountain will set up no more than five (5) users across two (2) distinct user groups: Admin and User. Additional users can be set up by Customer admins or can engage Iron Mountain as part of professional services with appropriate fees and scheduling.
- Iron Mountain can provide user Train the Trainer sessions upon request, subject to hourly Professional Services fees.
- Iron Mountain will provide the Customer access to their content and metadata within the InSight platform, searchable based on the data ontology (document types and metadata fields) defined in the Project Details section below or amended during Project Implementation.
- Iron Mountain shall maintain service accounts and encryption keys on behalf of the Customer necessary to perform the services.
- Iron Mountain will provide weekly updates during the project implementation and acceptance phases.

3. Customer Responsibilities

- Customer will provide a specific named resources to act as their InSight Administrator(s), this role is responsible for managing users, user groups, workflow users and logging/management of tickets to InSight Support.
- Customer will provide initial feedback within a two (2) week period of the first set of data being made available within InSight, using the Customer success criteria below as the defined measurement set.
- Customer will provide a primary contact to work with the Iron Mountain team during the project implementation to manage queries, specification alignment and change control with the Iron Mountain InSight team implementation manager.
- Privacy Requirements Customer:
 - In the instance the data to be processed and delivered within Iron Mountain InSight contains sensitive and/or personal data included within any privacy (such as GDPR or PIPEDA) regulations, the Customer has confirmed the presence of this data and highlighted this to Iron Mountain.
 - Customer has informed their Data Privacy Officer in regards to this project.
 - It is the Customer's responsibility to maintain accurate, up-to-date information in relation to their data subjects ensuring that only high-quality data is introduced to Iron Mountain InSight.

4. Project Details

Document Types

• The Iron Mountain solution will provide up to five document types with up to 10 metadata fields per document type as part of the implementation. Additional customization may be performed by Professional Services with appropriate pricing impacts.

Search and Reporting

 Iron Mountain InSight solution will provide metadata and full text search capability using the criteria above.

Ad-hoc Routing Functionality

Specific pre-configured workflows will be provided:

- Parallel Review: The primary purpose of the parallel review workflow is asset review. It is an unordered workflow. Participants review an asset in any order without waiting for the previous participant to complete their approval or review. Participants in a parallel review can also change the asset's state after a consultation step. Users are able to leave comments and an email will be sent to those who are part of the review.
- Serial Review: The primary purpose of the serial review workflow is asset approval. It includes either a simple review or validation. It is an ordered workflow where participants review an asset only when the previous participant in the list has completed their approval or review. Users are able to leave comments and an email will be sent to those who are part of the review.

Security/Data Residency/Compliance

- Shared Environment required.
- No specific security clearance levels required.
- No specific data residency requirements required.
- No specific regulatory compliance required.

Customer Acceptance

- Confirmed access to Iron Mountain InSight via agreed and required method.
- Correct content metadata in accordance with the provided details in this document for document and field level structure.
- Confirmation of successful searching of key attributes (metadata fields, named workflows resulting in the location of the expected results.
- Administrator user setup.

5. Security

The following provides high level core security detail as provided as standard for Iron Mountain InSight solution. More detail is located in the InSight terms and conditions.

- All data is encrypted at rest and in transit within the Iron Mountain InSight solution platform.
- Access is restricted by encryption keys.
- Iron Mountain owns the encryption key management and controls Iron Mountain resources who have access to Customer data at all stages of the development and on-going service provision through Iron Mountain standard security management protocols.
- Iron Mountain may work with partners as detailed within the InSight terms and conditions for this solution and its delivery.

6. Digital Storage

All documents will be stored in the Iron Mountain InSight solution instance of the Host. Data will be encrypted in-flight and at-rest, and will be logically segregated from all other Customer data.

7. Decommissioning of InSight Solution

Customers are subject to standard environment decommissioning fees at the end of their contract, or if their contract is interrupted at any point during the term. See Solution Fees section for specific details.

8. Support

First-line support tasks are to be performed by the Customer Administrator (IT help desk, administrator, etc.). Level 1 support items include, but are not limited to the following examples:

- User setup and administration (except for the initial configuration, which is performed by Iron Mountain). Customer Administrator(s) have rights to add / modify (e.g., password reset) / deactivate users.
- Management of workflow users.
- Basic end-user application functionality, such as how to access the application, login, search for documents, and view documents is available online via in-application help documentation.
- Logging and management of issue tickets to InSight Support
 - Basic IT support such as setting up a user's PC, and confirming internet connectivity.

For escalated application support, the Iron Mountain Helpdesk may be contacted by Customer administrators via phone or email during regular business hours. This service is offered to assist with more complex or serious, Level 2 support issues.

The Iron Mountain InSight Customer Care team can be contacted via the following methods:

Dedicated Support Number: US/Canada: 855.677.7528

InSight.Support@ironmountain.com

Chat via the IMConnect/InSight portal.

All business critical incidents or issues are to be communicated by telephone calling the dedicated call number above.

Section 1 (continued)

(Checked statement applies to this SOW)

NIST-800-171 or NIST-800-53 is not in scope of this proposal. If the Customer elects to add NIST SP 800-171 or NIST SP 800-53 requirements, it will be a change under the Changes clause of the applicable terms and conditions incorporated herein, for which IM will be entitled to an equitable adjustment.
Period of Performance: The term of this order shall commence on the Effective Date of this SOW and shall continue until digitization project completion and/or InSight implementation services.

Section 2

Pricing and Assumptions

Digital Conversion

Solution Fees: General

Pricing is based on the project assumptions shown herein. These prices are only for the services and products outlined in this Proposal; any Records and Information Management service fees are in addition to this Proposal's fees and are covered in a separate Pricing Schedule or Proposal pursuant to Customer's separate agreement for Records and Information Management services. Any other services not outlined herein, or in any other Proposal, shall be provided at Iron Mountain's then-current rates.

Iron Mountain cannot be held responsible for any delays caused by Customer or for incorrect information provided by Customer. Such delays may impact Iron Mountain's ability to perform the services and may result in added costs.

Volumes are assumed to be correct based on the detail provided by Customer.

All pricing is shown in US Dollars and is payable in US Dollars and does not include taxes.

The sections below provide the fees due as detailed within this Proposal.

- Setup and One-Time Fees will be invoiced in the first billing period following the Effective Date.
- Recurring services will be invoiced the first billing period after the setup has been invoiced, regardless of the usability of the Solution, which will depend jointly on the complexity of the solution and the commitment of resources by both Iron Mountain and the Customer.

Fees for Image Conversion Services

This is a project estimate of the number of images. Customer will be invoiced on the actual number of images scanned. Iron Mountain cannot be held responsible for any delays caused by Customer or for incorrect information provided by Customer. Such delays may impact Iron Mountain's ability to perform the services and may result in added costs.

Pricing Details

Standard Size Pricing Details

			PRICE PER		
No.	CLIN DESCRIPTION	UNIT	UNIT	NUMBER OF UNITS	PRICE
	Offsite Standard				
1	Scanning - Color	Digital Image	\$0.060	638,323	\$38,299.38
	Image Output -				
3	Searchable PDF	Digital Image	\$0.005	638,323	\$3,191.62
	Document Preparation				
4	- Standard	Digital Image	\$0.051	44,350	\$22,661.85
6	Indexing - Standard	Keystroke	\$0.007	1,084,255	\$7,589.79
Standard Size					
Sub Total					\$71,742.63
Per Image					\$0.112

Wide Format Pricing Details

			PRICE PER		
No.	CLIN DESCRIPTION	UNIT	UNIT	NUMBER OF UNITS	PRICE
	Offsite Wide Format C Scanning -				
1	Tier 1	Digital Image	\$3.160	1,800	\$5,688.00
3	Image Output - Searchable PDF	Digital Image	\$0.004	1,800	\$7.20
	Document Preparation - Heavy				
4	(Large Format)	Digital Image	\$0.051	1,800	\$91.80
	, 5			,	
5	Indexing (Large Format)	Keystroke	\$0.008	45,000	\$360.00
	macking (Large Format)	Registroke	70.008	43,000	·
Total					\$6,147.00
Per Image					\$3.415

Microfiche Pricing Details

			PRICE PER		
No.	CLIN DESCRIPTION	UNIT	UNIT	NUMBER OF UNITS	PRICE
1	Offsite – Microfiche Scanning – Jacketed/ Step & Repeat	Digital Image	\$3.160	980,000	\$30,380.00
2	Image Output - Searchable PDF	Digital Image	\$0.004	980,000	\$3,920.00
3	Indexing	Keystroke	\$0.007	210,000	\$1,470.00
Total					\$35,770.00
Per					
Image					\$0.037

Consolidated Pricing Details

Standard Size SubTotal	\$71,742.63
Large Format SubTotal	\$6,147.00
Microfiche Subtotal	\$35,770.00
Estimated Project Total	\$113,659.63

Assumptions	Gila County-Assessors Office
No.	
1	Paper is expected to be in mostly good condition, standard prep required for Standard size and Large format media.
2	Scanning will be done as 300dpi bitonal (black and white) on Kodak s3100f (or similar) scanners with Color as needed. Microfiche will be scanned on FlexScan scanners and will be done as 300 DPI bitonal (black and white)
3	Assumes Standard size documents with 36,000 Files with and average page count of 14.77. Assume Maps/Plots have 1,500 files with average page count of 1, and Microfiche have 7,000 sheets with 140 images per page.
4	Smaller papers like sticky notes, small photographs, adding-machine tapes, etc. would be taped down to follow- on carrier pages for scanning. This can be done as 1 item per page or multiple items per page at customer's direction.

	Standard size Scanning is expected as 100% auto-document feeder (ADF) scanning. The assumption of "20%"
	duplex is expected. Large Format Scanning is expected as 100% Wide Format "Arch C" scanning. The assumption
5	of "20%" duplex is expected. Microfiche Scanning has the assumption of "0%" duplex is expected.
6	Simple reassembly required for Standard size and Large Format, no reassembly required for Microfiche.
	Iron Mountain will perform statistical quality control utilizing the ANSI/ASQC (American National Standards
	Institute/American Society for Quality Control) standard Z1.4 at a 1.0 Acceptable Quality Level (AQL) to establish
7	the sample size(s), acceptance, rejection and re-sampling parameters for image, index, and file-level QC.
8	Output will be searchable PDF and placed onto Insight shared with Gila County – Community Development
9	All work to be performed at an offsite Iron Mountain facility with onshore resources
10	Iron Mountain is proposing to do all of this work within a "6"-month period from the start date of live production
	Assuming Indexing will be done at a File or Fiche level, double key verification for only 1 index field for Standard
11	and Large Format. No double key verification will occur for the Microfiche Scanning
	Assuming Indexing to be captured off of the documents and within the first 1-3 pages of the file. No indexing to
12	be captured off of the folder.
13	No Classification required
14	Expecting no more than 1 index field (there is a \$500 charge for each additional schema required)
	No electronic (non-paper) media is expected to be in scope, if any electronic media is found, it will be returned to
15	customer
16	Insight delivery will be share with Gila County- "Community Development" project.
17	Items to be shredded after processing and approval from the customer

Fees for Iron Mountain InSight

Pricing Description

The pricing for the Iron Mountain InSight solution provided to Customer under this SOW is set forth below.

• Associated fees will be detailed on Gila County - "Community Development" project details.

Change Order

For all solutions provided herein, any changes to the resource requirements, engagement scope, or schedule that materially change Iron Mountain's estimated fees will be documented in a written change order and must be mutually agreed and signed by the Parties ("Change Order"). A Change Order will require a review of the Proposal and financial arrangements as follows:

- Each Party must mutually agree to any changes to the Proposal scope and review the workday impact based on an agreed estimating model. Iron Mountain will determine the cost impact based on the additional work required.
- Any mutually agreed and approved changes to the Proposal scope will be reflected in addenda to this Proposal, or in a new Proposal, which shall be duly executed by each Party.
- Changes will only be accepted in writing according to the Change Order process. Verbal changes are not accepted as formal approved changes.

Special Project Service

Project Pricing - Transportation

3000	164.000	BC 3000 - Project Services	\$3.13	\$513.32	Courier Service - All Other Arizona Locations - PRICED PER MILE
			Total	\$513.32	

Total Amount Not to Exceed	\$114,172.95	
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Charges associated with this Statement of Work will be allocated to the Customer Division / Department indicated below. If left blank project will bill following Customer's current billing allocation parameters.

Invoice: Separate SKP Invoice

Customer ID: TBD

Division ID: MASTER

Department ID: 5678

Purchase Order: N/A

- Projects requiring timeline acceleration billed with a surcharge on all billable services
- Charges will be determined based on actual hours or units upon completion
- Any additional work not described above will be charged the contract rate

Section 2 (continued)

(Checked statement applies to this SOW)

Firm Fixed Unit Pricing:

For the avoidance of doubt, Iron Mountain will perform services and will invoice monthly on a Firm Fixed Unit Price per task basis for actual quantities of tasks performed.

Hourly Labor and Firm Fixed Unit Rates:

For the avoidance of doubt, Iron Mountain will perform services that are identified as labor hour services on an hourly basis and will invoice monthly, and be paid by Customer, based on actual hours incurred for such services. Iron Mountain will perform services that are **not** identified as labor hour services on a Firm Fixed Price per task basis for actual quantities of tasks performed and will invoice for such services monthly for actual quantities of tasks performed. Iron Mountain will notify Customer if the actual total value of services performed appears likely to exceed the Total Estimated Value. Upon receipt of such notice, Customer will timely either (i) increase the Total Estimated Value of this Agreement or (ii) notify Iron Mountain to cease performance. Iron Mountain will not be obligated to perform Services in excess of the Total Estimated Value.

Fixed Price Per Image Pricing:

 \bowtie

"Number of Units" is an estimate only. Iron Mountain will invoice monthly and Customer will pay for on the actual number of digital images scanned and delivered.

Section 3

Terms and Conditions

Note: Linked terms and conditions are dated for version control and dated linked versions remain static. At the request of the Customer, hard copies of the checked terms and conditions will be attached to this SOW for ease of reference.

Master Agreement Contract No. CTR063770 between Iron Mountain and the State of Arizona Department of Administration dated January 1, 2023.

Special Terms and Conditions- Service Specific

IMGS 010- Special Terms and Conditions- Insight Services (2023)

Negotiation Thresholds. Unless Iron Mountain and Customer have previously negotiated and currently have an agreement in place for the services describe in Section 1 hereof, Iron Mountain will not negotiate terms and conditions for a contract resulting from this SOW for a contract or modification valued at less than \$25,000 (\$10,000 if, in Iron Mountain's sole discretion, the Customer's operational/technical/compliance requirements are materially different from those of the Customer's current agreement.)

Changes. Requests by Customer for changes in specifications, place or time of performance, or other performance or delivery requirements, including without limitation the assumptions upon which pricing is based, must be accepted by Iron Mountain, and will entitle Iron Mountain to an equitable adjustment in the price or performance schedule or both.

Order of Precedence. In the event of inconsistency or conflict, the terms of this SOW, including those incorporated by reference, will have precedence over the terms and conditions of a Purchase Order, Task Order or other Customer documentation related to the subject matter of this SOW.

Section 4

Acknowledgement/ Acceptance

(Checked statement applies to this SOW)

State or Local Government, or Higher Education Customer	
---	--

Customer and Iron Mountain through their respective authorized representative, signify their agreement to and acceptance of this SOW by their signatures below, effective as of the later date of execution (the "Effective Date").

Customer:	Iron Mountain
Authorized Signature:	Authorized Signature:
Name of Individual Signing (Print):	Name of Individual Signing (Print): Theresa Pate
Title:	Title: Sr. Contracts Administrator, Public Sector
Signing Date:	Signing Date: 1/29/24



Forced Labor of Ethnic Uyghurs Ban

Solicitation No.: BPM004656

PAGE
1

Description: Document Management Services

State of Arizona State Procurement Office

100 N 15th Avenue, Ste 350 Phoenix, AZ 85007

Forced Labor of Ethnic Uyghurs Ban

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

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

- 1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- 2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- ☑ The Company does not use, and agrees not to use during the term of the contract, any of the following:
 - Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services
 produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Company <u>does</u> participate in the use of Forced Uyghurs Labor as described in A.R.S. § 35-394.	
 □ Exempt Contractor: Select all statements that apply to the Contractor: □ Contractor is a sole proprietorship; □ Contractor has fewer than ten (10) employees; and/or □ Contractor is a non-profit organization. 	
Iron Mountain Information Management, LLC	
Company name	Signature of person authorized to sign
One Federal Street	Theresa Pate, Sr. Contracts Administrator
Address	Printed name and Title
Boston, MA 02110	theresa.pate@ironmountain.com 978-219-7386 Contact email address Contact phone number
City, State, ZIP	Contact email address Contact phone number



Andy Tobin Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 305 PHOENIX, ARIZONA 85007

(602) 542-5511 (main) (602) 542-5508 (fax) http://spo.az.gov

Sent via e-mail to: Michael Stone@ironmountain.com

December 28, 2022

Iron Mountain Information Management, LLC One Federal Street Boston, MA 02110

Re: Award of Solicitation No. BPM004656 - Document Management Services

Dear Michael Stone

Thank you for submitting a response to Solicitation **No. BPM004656**. I am pleased to inform you that your company's offer has been awarded Master Agreement contract number **CTR063770**.

The initial contract term is anticipated to begin on 1/1/2023.

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 available for public viewing within three days of award via the State's e-Procurement system, app.az.gov.

If you have any questions regarding your company's contract, please contact me at eric.bell@azdoa.gov or 602.542.8921. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Eric Bell

State of Arizona Procurement Manager

Cin Bell



Request for Proposal

Solicitation No. BPM004656

Document Management Services

Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Document Management Services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	9/29/2022 Date	DocuSigned by: Sheila A. Poggi Signature 9EB19E3848C14F3		
		9EB1BE384BC14F3		
Revised Offers:	Date	Signature	Date	Signature
Revised Offers.				
	Date	Signature _{d by:}	Date	Signature
Best and Final Offer:	5 December	2022 Turisa Pati		
2000 4.1.4.1 11.4.1 01.10.1	Date	Signcata.prec4AD438		

	Docusigned by:
Iron Mountain Information Management, LLC.	Sheila A. Poggi
Offeror company name	Signature នៅខុមានលាក់ authorized to sign Offer
One Federal Street	Sheila A. Poggi, Sr. Manager, Public Sector Contracts
Address	Printed name and title
Boston, MA 02110	Michael Stone, Business Development Executive
City State ZIP	Contact name and title
	Michael.Stone@ironmountain.c
23-2588479	om 480-925-8678
Federal tax identifier (EIN or SSN)	Contact Email Address Contact phone number

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

- 1. 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;
- 2. 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;
- 3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
- 4. 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 the latest date and number at the top of this form (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 the Procurement Officer.

State's Contract Number is:	CTR063770	Contract Effective Date: 1/1/2023
Exic_ 73.11 Eric Bell (Dec 28, 2022 13:14 MST)	Dec 28, 2022	Eric Bell Statewide Procurement Manager
Procurement Officer Signature	Award Date	Procurement Officer Name Title

Solicitation Offer Form Page 1 of 1



Request for Proposal Notice Page

Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Solicitation Number:	BPM004656	
Description:	Document Management Services	
Solicitation Due Date and Time:	As indicated in APP	
Pre-Offer Conference:	As found within the State's e-Procurement system, (https://app.az.gov);	

Proposals will only be accepted **online in "The State's e-Procurement System" at** https://app.az.gov until the "Bid/Offer Due Date" indicated in "The State's e-Procurement System" for the Solicitation No. shown at the top of this page. Proposals must be in the State Procurement Office's possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in "The State's e-Procurement System".

It is the responsibility of the supplier/offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.

Notice Page

Table of Contents



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Solicitation Summary Request for Proposal Solicitation No. BPM004656

Document Management Services

Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

1. What the State is Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to provide Document Management Services. This includes Document Imaging/Scanning, and end to end Document Management Services from document creation to disposition.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State's discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the solicitation, unless the Offeror expressly restricts an item or combination of items in its Proposal, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such basis will result with the best value and in the best interest for the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

- 2.1. At the time of publication, the following documents are included in the Solicitation:
 - 2.1.1. BPM004656 Solicitation Requirements
 - 2.1.1.1. Notice / Cover Page
 - 2.1.1.2. Table of Contents
 - 2.1.1.3. Solicitation Summary
 - 2.1.1.4. Scope of Work
 - 2.1.1.5. Pricing Document
 - 2.1.1.6. Special Terms and Conditions
 - 2.1.1.7. Uniform Terms and Conditions
 - 2.1.2. BPM004656 Exhibits to the Scope of Work
 - 2.1.3. BPM004546 Solicitation Requirements Attachment 1 Solicitation Instructions
 - 2.1.3.1. Special Instructions to Offerors
 - 2.1.3.2. Uniform Instructions to Offerors
 - 2.1.4. Solicitation Attachments
 - 2.1.4.1. Attachment 1 Offer and Acceptance
 - 2.1.4.2. Attachment 2 Boycott of Israel Disclosure



Solicitation Summary Request for Proposal Solicitation No. BPM004656

Document Management Services

Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

2.1.4.3.	Attachment 3 - Confidential Information Designation
2.1.4.4.	Attachment 4 - Conformance Statements
2.1.4.5.	Attachment 5 – Arizona Baseline Security Controls Assessment
2.1.4.6.	Attachment 6 - Letter of Insurability
2.1.4.7.	Attachment 7 - Proposed Subcontractors
2.1.4.8.	Attachment 8 - Experience and Capacity Questionnaire
2.1.4.9.	Attachment 9 - References
2.1.4.10.	Attachment 10 - Method of Approach
2.1.4.11.	Attachment 11 - Pricing Document

2.2. The State may issue a Solicitation Amendment at any time after solicitation publication, and before the proposal due date. It is the responsibility of the supplier/offeror to routinely check the APP website for any Solicitation Amendments and revised documents.



Document Management Services

Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

1. Purpose and Background

1.1. The purpose of this solicitation is to establish one (1) or more Contractors to provide Document Management Services for Eligible Agencies, Employees and the State of Arizona. This includes Document Imaging/Scanning as well as end to end Document Management Services including but not limited to document creation, storage, maintenance, retention, archival, disposition, etc.

2. Scope Summary

2.1. State Objectives:

- 2.1.1. Reduce storage, printing, filing, faxing, and mailing costs along with creating a central repository for key documents within Agency departments.
- 2.1.2. Provide separate secure files for confidential information.
- 2.1.3. Provide common administrative functions Statewide that allow agencies to focus on their core missions.
- 2.1.4. Provide a standard method for processing documents with image legibility and valid metadata.
- 2.1.5. Centralize the storage of electronic documents and scanned document images and provide a consistent user experience for retrieving documents.
- 2.1.6. Ensure integrity and continuity of record keeping.
- 2.1.7. Ease of use for Eligible Agencies and Co-op Buyers.
- 2.1.8. Provide a mechanism to identify and purge inactive records which is expandable and flexible enough to meet agency specific needs.
- 2.1.9. Standardize the procedures for disposal of obsolete records.
- 2.1.10. Increase compliance with legal and audit retention requirements.
- 2.1.11. Facilitate the identification and production of all documents relevant in potential litigation regardless of format.
- 2.1.12. Allow for the fulfillment of Public Records Request that may require redaction and selection.
- 2.1.13. Reduce support and operating costs by consolidating multiple Document Management Solution (DMS) platforms used by various agencies into one common DMS platform.

2.2. Definitions:



Document Management Services

- 2.2.1. Document One or more pages that pertain to a specific subject or individual and is usually bound in some fashion (e.g. an annual report). Document can also include but not limited to photo, tape, video, audio, blue-print, chart, text, etc.
- 2.2.2. *Image* An optically formed duplicate, counterpart, or other representative reproduction of an object, especially an optical reproduction of an object (e.g. by such optical devices as scanners, cameras, mirrors). When a page is scanned, two images could be produced, one for each side.
- 2.2.3. *Customer* Any Eligible Agency (as defined in Special Terms and Conditions 1.12), or any Co-op Buyer (as defined in Special Terms and Conditions 1.11).
- 2.2.4. Job Plan The discovery document, or written job requirements, which outlines the specifications of an individual job and which includes estimated costs. A proposed Job Plan is prepared by contractors upon the request of the Customer. A formal Job Plan is prepared by the selected contractor(s), and agreed to in writing by both Contractor and Customer, before a job commences.
- 2.2.5. *Off-site* Services are performed at a site other than the premises of the Customer.
- 2.2.6. *On-site* Services are performed on the premises of the Customer.
- 2.2.7. *Page* A single piece of paper. Information could be on one (simplex) or both (duplex) sides of the page.
- 2.2.8. Source Materials Examples of source materials include, but are not limited to:

2.2.0.	Source materials – Examples of Source materials include, but are no		
	2.2.8 (a)	Oversized and undersized documents	
	2.2.8 (b)	Double-sided documents	
	2.2.8 (c)	Multi-page documents	
	2.2.8 (d)	Documents on colored paper	
	2.2.8 (e)	Documents with multicolored printing or highlighting	
	2.2.8 (f)	Documents with post-it notes	
	2.2.8 (g)	Thermal papers	
	2.2.8 (h)	Carbonless copies	
	2.2.8 (i)	Envelopes	
	2.2.8 (j)	Forms with faint handwriting and colored inks	
	2.2.8 (k)	Checks	



Document Management Services

Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

2.2.8 (I)	Onionskin
2.2.8 (m)	Microfilm/fiche
2.2.8 (n)	Photos and graphics
2.2.8 (o)	X-rays and other fragile materials.
2.2.8 (p)	Historical documents
2.2.8 (q)	Maps and GIS
2.2.8 (r)	Audio files
2.2.8 (s)	Video files

2.2.9. *Quality Control* – A system for maintaining proper standards, especially by regular inspections of the product.

3. Scope of Services

3.1. Part One:

The State has imaging needs that include imaging services for a large variety of source documents and records in a variety of conditions, sizes and formats. The services to be provided should include at a minimum: imaging project consultation including development of a Job Plan, secure transportation of source materials, preparation and imaging of source materials, indexing of imaged data. All State document imaging programs, except for the State Court System, operate pursuant to ARS §41-151.16.

The Successful Contractor(s) shall provide a broad range of imaging services to include, at a minimum, the following:

3.1.1. Project Consulting/Job Plan:

3.1.1 (a) Each contractor is expected to review jobs and discuss best approaches if so requested by Customer. Such job consulting is considered part of the bid process for individual jobs, or the initial stage of an awarded job, and is to be provided at no charge to the Customer. However, more complicated jobs may benefit from lengthier study and more in-depth advice from a contractor. This contract provides for the higher-level job consulting as an available optional service. This is managed functionally by establishing that at a minimum, the first four (4) hours of consulting services are provided at no charge, per Customer. Pricing beyond the initial period is on an hourly basis and included in the pricing section of the contract.



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- 3.1.1 (b) Under Project Consulting, as requested by the Customer, the Contractor shall:
 - (b) i. Provide advice to the Customer on the best practices to follow to accomplish the Customer's goals, consistent with the State's statutes and guidelines related to document imaging and record retention;
 - (b) ii. Work with Customer to ensure that the proposed approach will consider not only current, but future use and users of the imaged documents;
 - (b) iii. Share information on new technologies or suggest different approaches that may assist customers by improving their project results, enhancing data access and coordination, reducing costs, etc.; and
 - (b) iv. Develop a Job Plan to define the different elements of the job.
- 3.1.1 (c) Each job is unique and, assuming multiple awards, Customers may request proposed Job Plans from multiple contractors before choosing the contractor(s) for their individual job.
 - (c) i. The Contractors shall develop their proposed Job Plans after meeting with the Customer, reviewing the source materials, and discussing the Customer's needs.
 - (c) ii. Development of a proposed Job Plan should fall within the initial minimum four (4) hours stipulated. Billable project consulting can only be authorized by a purchase/task order from Customer.
 - (c) iii. Depending upon the job requirements and Contractor award, the proposed Job Plan may include, but is not limited to: estimated volume, agreed-to amount of preparation work, location where services are to be provided (and related issues), the degree of image enhancement necessary, amount and method of indexing, required resolution, timeframes, level of Quality Control, storage, output (including formats), and estimated pricing. In addition to the itemized pricing based on the contract, each proposed Job Plan will include a "NOT TO EXCEED..." total cost figure.
 - (c) iv. Different approaches, and their related prices, shall be offered when feasible. The proposed Job Plan shall clearly explain the pricing model applied. For example, if pricing is by page, Contractor shall explain how pricing would apply to simplex (single-sided) and duplex (double-sided) pages.



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- 3.1.1 (d) In addition to the issuance of a purchase order, the Customer and each selected Contractor shall have a formal Job Plan, a signed understanding with the specifications and pricing of their job defined.
 - (d) i. Requirements for the formal Job Plans are equivalent to those established for the proposed Job Plans. The Job Plan shall provide sufficient detail so that both Contractor and Customer are clear on expectations. All timelines in the Job Plan will be strictly adhered to. No terms or conditions included on a Job Plan form shall have any effect on this contract. Failure by the Contractor to meet the agreement specifications, unless agreed to in writing by Customer or demonstratively due to no fault of the Contractor, can result in disciplinary actions, including but not limited to contract termination.
 - (d) ii. If the Customer is a State agency subject to the requirements of ARS §41-151.16 (see *BPM004656 Exhibits to the Scope of Work* attachment), written approval of Arizona State Library, Archives and Public Records (ASLAPR) must be received prior to the start of the project. It is the responsibility of the Customer to obtain the approval, but it is the responsibility of the Contractor to verify approval has been received before commencing work. Samples of the types of documents provided by ASLAPR are provided as Exhibits to this solicitation (see *BPM004656 Exhibits to the Scope of Work* attachment).

3.1.2. On-site performance:

- 3.1.2 (a) The State shall provide the Contractor's personnel with adequate workspace and such other facility support as may be reasonably required by Contractor to carry out the requirements of the job.
- 3.1.2 (b) The Job Plan shall cover the presence, control, and safe use of Contractor's computers and/or equipment on site. The Customer shall not interfere with nor operate Contractor's equipment. The Customer and Contractor shall determine procedures in the case of Contractor equipment failure (e.g. would a repairperson come to the Customer's premises to repair Contractor equipment and how might that affect the confidentiality of the records.)
- 3.1.2 (c) If required by Customer, Contractor employees shall be required to wear an employer's photo ID badge.
- 3.1.2 (d) Contractor shall be responsible for the removal of all materials, debris and residue resulting from the performance of the contract service. All work areas shall be maintained in a clean and orderly manner throughout each work day.



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(e) If required by the Customer, the Contractor shall have supervisory personnel present during work operations for observing work progress, inspection of completed work, and meeting with State personnel to perform random work site inspections or coordinate operational requirements.

3.1.3. Off-site performance:

- 3.1.3 (a) Secure Transportation of Source Materials (pick-up and delivery)
 - (a) i. Contractor shall ensure that Customer information in its possession is secured and attended, at all times.
 - (a) ii. If source material pick-up and transport is required of the Contractor by the Customer, the Customer shall provide a listing of itemized materials (e.g. boxes). Contractor shall confirm receipt of materials by signing Customer listing or providing receipt. Upon signing the receipt, the Contractor has assumed the responsibility for the materials. Contractor shall securely transport source materials to the service site.
 - (a) iii. If required by the Customer, source materials which have been successfully imaged shall be inventoried and securely transported to the site designated by the Customer. Contractor shall be able to demonstrate complete and accurate delivery of all materials. The materials remain the responsibility of the Contractor until the Customer has provided a written acknowledgement of receipt.
 - (a) iv. All Document Imaging Services shall be performed at a facility within the State of Arizona.
- 3.1.3 (b) Control and storage of source documents
 - (b) i. The Contractor providing off-site services shall have secure areas for sensitive document storage, into which only authorized personnel have access. The Contractor will not charge the Customer for the cost of holding the source materials while the project is in process, nor during the acceptance period.
 - (b) ii. The Contractor shall have a system for tracking and controlling records which maintains the security and confidentiality of the Customer's source materials at all times. (See also the section related to Confidentiality/ Security.)
 - (b) iii. The Contractor shall have the ability to provide the Customer with proof of receipt of source materials, proof of completed imaging, tracking of boxes,



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and proof of complete and accurate delivery of source materials as required by Customer when imaging is completed and quality approved. The use of box tracking software is highly recommended.

- (b) iv. The Contractor shall have the ability to locate and retrieve specific source materials within 48 hours upon request from the Customer (e.g. if the Customer is responding to a Public Information request for a document). With the prior approval of the Customer, the document(s) may be transmitted electronically.
- (b) v. The Contractor shall have a document viewing work station at the Contractor's location where end users can spot-check finished products against the original source materials and test the products for accuracy. If the Contractor is imaging from microfilmed source materials, the viewing work station shall include a microfilm reader or equivalent mechanism whereby the microfilm source materials can be read. This work station does not need to be dedicated to end users, but it must be available to end users upon request.
- 3.1.3 (c) Confidentiality/Security. The Contractor shall maintain complete confidentiality on all information (source materials and imaged output) through security practices/systems and confidentiality agreements with their employees or subcontractors.
 - (c) i. All electronic data shall be stored on a secure network and encrypted both in transit and at rest. Awarded Contractors may be required to sign a Nondisclosure statement to encompass any work performed under their contract.
 - (c) ii. In addition to the above statement, Contractor shall understand and agree that all persons who handle documents provided under this contract shall also sign non-disclosure agreements, including all persons employed by subcontractors (including couriers). The signed confidentiality agreements of individuals assigned to a job must be provided to the Customer prior to the start of the job. In addition, Contractor's employees or subcontractors who will have access to confidential documents of any type and form, will need to have background checks which may include fingerprinting completed (paid for by the Contractor), prior to any such access being granted to them.
 - (c) iii. Contractor shall supply a method for secure identification and protection of media to ensure authenticity at the file level (for example: encryption and/or digital signature support).



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- (c) iv. Individual Customers (e.g. Department of Corrections) may have additional confidentiality/security requirements which shall be provided and accepted by Contractor before work commences.
- (c) v. Where required, a Contractor shall provide to the requesting Customer proof of compliance and/or other certification (e.g. Health Insurance Portability and Accountability Act [HIPAA]) as mandated by the State and/or Federal Government. The Contractor may be required to sign the customer's business associate agreement as required by HIPAA.
- (c) vi. Security and privacy policies, standards and procedures will be continuously maintained by both the Contractor and the Customer and are subject to change during the term of the contract in accordance with State or Federal legislation, administrative rules or court orders.
- 3.1.3 (d) Preparation of Source Materials. To the degree required by the Customer, and agreed to in the Job Plan, documents shall be prepared for best image scanning. The quality and sizes of source documents sent to be imaged may vary considerably.
 - (d) i. All staples, binders, and fasteners shall be removed, corners smoothed out, and torn pages pieced together to ensure the highest possible quality of images. This shall be done in such a matter so as not to cause any additional damage to the documents.
 - (d) ii. If there are post-it notes on the document, the Contractor shall seek the Customer's approval on how to scan the document.
 - (d) iii. If documents require photo copying to create a more legible document to image, the Contractor shall include marking on the copy so the imaged record reflects that the copy was not based on the supplied original. In such a situation, both the original and copy of the document shall be returned to the State.
 - (d) iv. As required by the Customer, Contractor shall provide a mechanism, such as separator pages, by which the boundaries of a file/document/record as defined by the Customer (start and end) are clearly delineated.
 - (d) v. After source materials have been imaged, Contractor is to restore the source materials to their original order and condition as requested by Customer.
 - (d) vi. Contractor shall follow other special instructions as may be required by the Customer for optimal imaging.
- 3.1.4. Scanning / Data Capture / Imaging:



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- 3.1.4 (a) Electronic Images shall be produced in the agreed upon, non- proprietary format (e.g. PDF, TIFF, JPEG). The image format shall be determined by the Customer before any work begins on the project.
- 3.1.4 (b) Electronic images shall be accessible, searchable and downloadable via cross-platform products (e.g. Adobe Acrobat).
- 3.1.4 (c) Imaged information must be accessible and readable for the required life of the record. Such access shall not be negatively impacted by software or programming changes, or by deterioration of image storage formats. The Contractor and Customer shall discuss the required life of the images when developing the Job Plan.
- 3.1.4 (d) Contractor shall have the capacity of organizing documents into an agreedupon hierarchy, according to the configurations specified by the Customer (such as by month, fiscal year, etc.).
- 3.1.4 (e) Contractor shall be able to scan every page (either simplex or duplex) and create digital images. Scanning Resolution dots per inch (DPI) shall be selected by the Customer to meet the particular job's need and shall meet or exceed the minimum requirements established by ASLAPR.
- 3.1.4 (f) Contractor shall provide adequate scanning resolution capabilities as described in the Job Plan. The State may require a variety of capabilities including monochrome, grayscale to color and color dropout scanning.
- 3.1.4 (g) Contractor shall have the ability to scan at various resolutions per the guidelines established by the Customer and in conjunction with requirements established for specific document types.
- 3.1.4 (h) Contractor shall disclose their ability to handle sensitive or fragile documents including old documents, documents bound with old glue, documents with a wax seal, and long or large scaled maps whilst maintaining the integrity of the document and returning it in the same state it was received.
- 3.1.4 (i) Contractor shall have the ability to electronically enhance the digital image without changing any of the image content. Image tags, such as "best image to follow", shall be used as appropriate
- 3.1.4 (j) There must be a clear understanding between the Customer and the Contractor of the expected resultant images. For example, if the Customer expects to see an oversized document translated into one image, the Contractor shall not provide multiple images, or a "stitched image", of the document. To the greatest extent possible, such understandings shall be delineated in the Job Plan.



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- 3.1.5. Indexing / Data Entry: Contractor should have a variety of indexing capabilities including, but not limited to: barcode index capture, data entry and or double key data entry, zonal OCR (optical character recognition), multi-level indexing, webbased search and retrieval system, etc.
- 3.1.6. Quality Control: Contractor shall have a series of checks and balances, both electronic and manual, in place to ensure the document conversion process is accurately capturing and indexing images according to the customer's requirements and as outlined in the Job Plan. Contractors shall provide Quality Control throughout the imaging services processes for which the Contractor was awarded a contract.
 - 3.1.6 (a) The Contractor shall provide quality assurance and quality controls to ensure:
 - (a) i. The level of required quality control shall be established with the Customer and meet ASLAPR requirements before the start of the project (e.g. every page reviewed or audits of outcomes).
 - (a) ii. Contractor shall reimage documents that fail to meet standards, whether discovered by their own quality assurance procedures, or because of Customer rejection of the imaged document(s), at no additional cost.
 - (a) iii. If the best possible image has been provided of a poor original, the Contractor shall annotate that information on either the captured image or a leading image.
 - 3.1.6 (b) Any indexing requirements (e.g. use of data imports) shall be tested and confirmed prior to project start.
 - 3.1.6 (c) 100% quality assurance: If the Customer discovers records that require reimaging after the return of the source materials, the Contractor shall securely collect, process, and return those records at no charge to the Customer.
- 3.1.7. Proof of Concept / Test Run: Contractor shall provide, at the Customer's request, a proof of concept demonstrating the functionality of their solution. A description of the Proof of Concept, including sample size and turnaround time, shall be included in the Job Plan. Source materials selected for the Proof of Concept must be representative of the proposed job.



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- 3.1.8. Progress Reports: Contractor shall have the capability to track and report progress on a job as requested. Examples of the information to be reported include, but are not limited to: the number of source documents received, the number of documents currently imaged, the number of documents transferred via secured file transfer. Reports are to be provided as required by the Customer.
- 3.1.9. Output / Data Retrieval / Access: Contractor shall provide Customer with ability to access both images and index information in multiple formats, including custom outputs as may be required by the Customer. All Outputs shall be accessible, searchable and downloadable via cross-platform products (non-proprietary formats). Contractor shall have the capability to provide encrypted document images in a variety of formats, including but not limited to CDs, DVDs or Blu-ray. Contractor shall have additional means of distributing scanned image files, including but not limited to, secure FTP or HTTP (website) downloads. Contractor shall provide Customer with the ability to transfer the images to the Customer's Internal Document Management System (IDMS), if so required by the Customer. Contractor shall not have access to Customer's IDMS, unless authorized in writing by the Customer. Agreement of the output format shall be included in the Job Plan.
- 3.1.10. Acceptance: Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The State reserves the right to make such reviews and pass upon the acceptability of Contractor's work. No partial acceptance shall relieve the Contractor's obligation to correct, without charge, any errors in the work on this project. Customer and Contractor shall agree, in the Job Plan, on an acceptable time frame for review/test of the delivered images for quality and completeness. If the Customer had not reported problems during that period, the job may be considered as accepted.
- 3.1.11. Completion, Transfer, or Termination of Job:
 - 3.1.11 (a) Per the Job Plan, at the completion, transfer, or termination of a job, or phases of a job, the Contractor shall work closely with the Customer to ensure the secure transport of source documents and electronic images, as directed by the Customer.
 - 3.1.11 (b) The Contractor shall work with the Customer to transfer electronic information to the destination required by the Customer and in a format and timeframe acceptable to the Customer. There shall be no additional fee charged for the transfer of the Customer's information.



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- 3.1.11 (c) When electronic transfer has been successfully completed, and tested and approved by Customer, all documents, data and images shall be securely purged and deleted from Contractor computer systems. Contractor shall provide written confirmation that data and images have been destroyed and are no longer accessible by any means. Contractor shall verify with Customer prior to data or image destruction.
- 3.1.11 (d) Contractor shall follow Customer requirements regarding disposal of original paper documents, as directed by the Customer.

3.1.12. Desirable Specifications / Options:

- 3.1.12 (a) The Contractor shall allow Customer to drop off and pick up source documents from the Contractor's facilities.
- 3.1.12 (b) The Contractor should have automatic "document cleanup" mechanisms in place.
- 3.1.12 (c) If the Contractor offers other options that are consistent with the intent of this solicitation, the Contractor may submit those options in their proposal. The options shall be clearly defined as such, and submitted with sufficient description of the option and the value it may provide to the State. Pricing, if any, for the option(s) shall be provided as well.

3.2. Part Two:

The Successful Contractor(s) shall provide a document management solution(s) that can meet and conform with the following requirements:

- 3.2.1. State data may contain personal and sensitive employee data PII (Personally Identifiable Information) and PHI (Protected Health Information) (e.g. benefits, compensation, enrollment and performance forms), compliance with all State Security and Data Handling requirements from a proposed solution and implementation perspective are essential;
- 3.2.2. Extensibility of the proposed solution to meet other situational needs of the State;
- 3.2.3. Modularity of the proposed solution to allow the State to selectively implement elements of the solution in a variety of systems support roles that leverage existing or future State investments in scanning, imaging, Commercial Off-the-Shelf (COTS) e-signature software, workflow, routing, storage etc., and integration with State systems in the future;



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- 3.2.4. Flexibility of the solution to meet the below listed needs:
 - 3.2.4 (a) Address a variety of image inputs (forms, formats and standards);
 - 3.2.4 (b) Accept presentation from a variety of sources (desktop scanners, workgroup imaging platforms, high volume imaging platforms or managed imaging vendors);
 - 3.2.4 (c) Align with specific situational business needs (e.g. HR data, Business data, State revenue data, citizen data) based on the mission of an Eligible Agency or Co-op Buyer and it's needs;
 - 3.2.4 (d) Integrate with existing or new State systems using available APIs based upon open-standards such as XML, SOAP, .NET and other integration frameworks;
 - 3.2.4 (e) Align with the State's appropriate data creation processes and policies, which may be modified as needed;
 - 3.2.4 (f) Native encryption of all content and ability for customer to manage encryption key outside of service provider infrastructure;
 - 3.2.4 (g) System should be web-accessible and support easy document sharing across State agencies/divisions/sections;
 - 3.2.4 (h) Organize all paper and digital files;
 - 3.2.4 (i) Combine paper to digital files;
 - 3.2.4 (j) Ensure that external documents are identified and controlled;
 - 3.2.4 (k) Ability to create custom metadata templates
 - 3.2.4 (I) Store files into a single hub after document is scanned and digital formats get imported;
 - 3.2.4 (m) Cloud-based storage with unlimited storage of data;
 - 3.2.4 (n) System should be integrated with common cloud platforms;
 - 3.2.4 (o) Keep a record of the various versions created and modified by different users;
 - 3.2.4 (p) Provide version control;



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- 3.2.4 (q) System should allow simultaneous document review (including media files) and revision by multiple users, and keep track of the edits made (document custodian should have authority to accept or reject those edits);
- 3.2.4 (r) Ensure that documents remain legible and identifiable;
- 3.2.4 (s) Read and accept multiple formats like .XLS, .PDF, .DOC etc.;
- 3.2.4 (t) Support compression options like zipping or compressing large files;
- 3.2.4 (u) Ability to use links to documents on the system;
- 3.2.4 (v) Ensure that external documents are identified and controlled;
- 3.2.4 (w) Prevent "unintended" use of obsolete documents;
- 3.2.4 (x) Validation of authenticity;
- 3.2.4 (y) Prevention of document editing and alteration (determined by type of document);
- 3.2.4 (z) Ability to recover accidentally deleted file (within a certain timeframe after deletion), reporting on deleted files (who deleted and when) available until deleted file is no longer recoverable, and ability to block deletion of certain files (e.g. records):
- 3.2.4 (aa) Access controls at the document level and folder level;
- 3.2.4 (bb) Allow restrictions on downloading, copying and printing sensitive content and different levels of access to content per individual;
- 3.2.4 (cc) Allow collaboration between internal and external users without additional licensing costs;
- 3.2.4 (dd) Identification of community: access rights/controls;
- 3.2.4 (ee) System should support optical character recognition: for automated search and retrieval;
- 3.2.4 (ff) Support forms processing so data can be extracted from input fields within a form;
- 3.2.4 (gg) Support hand print or handwriting recognition;
- 3.2.4 (hh) Provide mechanisms for identification of specific attributes to facilitate retrieval:
- 3.2.4 (ii) Provide mechanisms to allow agencies to create/manage users/user groups as well as fields, tables, permissions, searches;



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2 2 4 (::)	Provide Mechanisms for multiple file uploads and keyword searches;
3.2.4 (jj)	Provide Mechanisms for multiple life ubloads and keyword searcnes:
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- 3.2.4 (kk) Provide standard naming conventions for documents;
- 3.2.4 (II) System should permit de-duplicating search results;
- 3.2.4 (mm) Easily searchable using multiple criteria (such as date, author, subject, document type, metadata, OCR fields etc.), search capabilities across metadata, data, naming conventions etc.;
- 3.2.4 (nn) Provide document preview for search results;
- 3.2.4 (oo) Single view search;
- 3.2.4 (pp) Automatic synchronization of content;
- 3.2.4 (qq) Archiving and retention capability: accept multiple retention schedules per type of document and related policies; ability to update retention policies based on changes in legislation or needs;
- 3.2.4 (rr) Archive and store documents in accordance with State laws, regulations and policies;
- 3.2.4 (ss) Ability to provide defensible discovery with legal holds and content classification;
- 3.2.4 (tt) Ability to apply and remove legal holds on documents;
- 3.2.4 (uu) Ability to systematically archive documents based on defined retention policies;
- 3.2.4 (vv) Ability to systematically delete documents based on defined retention policies;
- 3.2.4 (ww) Audit report tracking to manage all aspects of an audit program;
- 3.2.4 (xx) Reporting as needed and required which can vary by Eligible Agency and type of documents;
- 3.2.4 (yy) Disaster recovery (this is part of the Baseline Security Controls assessment that is a requirement to be submitted with the Offeror's bid): provision for mirroring/restoration so that if needed, files can be purged and recovered from an uncompromised location; regular testing to confirm that the disaster recovery process is sound;
- 3.2.4 (zz) eDiscovery related needs:



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- (zz) i. The system should permit users to edit documents with anything from redaction or notes to highlights or other such changes. These edited documents should be then stored in an appropriate Attorney General's Office (AGO) restricted location to preserve their security as well as protect work product. This should be done without altering the original agency documents. These locations should be logically structured based on where in the legal process the document occurs, i.e. pleadings, notions, orders, etc.
- (zz) ii. The system should be compatible with predictive coding type software and allow for redaction and bates stamping. Ideally system should allow for searching, retention, marketing, for both public records request and litigation purposes. Same set of documents may need to be produced in both contexts.
- 3.2.5. Additional Requirements:
 - 3.2.5 (a) The system shall schedule the backup copies and recycle or destroy the medium in accordance with the disposition schedule.
 - 3.2.5 (b) The system shall provide a means for identifying and aggregating vital records by cycle dates.
 - 3.2.5 (c) The system shall assign a unique computer-generated record identifier for each record managed regardless of where that record is stored.
 - 3.2.5 (d) The system shall not permit modification of the metadata fields indicated by established standard as not editable.
 - 3.2.5 (e) The system shall prevent subsequent changes to electronic records stored in its supported repositories. The content of the record, once declared, shall be preserved.
 - 3.2.5 (f) The system shall provide the capability to automatically calculate the complete life cycle, including intermediate phases, of record folders and records not in folders.
 - 3.2.5 (g) The system shall provide recalculation of the record life cycle based on changes to any life-cycle date and document status.
 - 3.2.5 (h) The system shall provide the capability for defining multiple phases (e.g. transfer to inactive on-site storage, transfer to off- site storage) within a disposition schedule.
 - 3.2.5 (i) The system shall provide the capability for users to create and maintain templates that automatically populate commonly used data into record metadata fields.



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- 3.2.5 (j) The system shall provide the capability for authorized individuals to select the metadata fields that are optional and mandatory for a given organization.
- 3.2.5 (k) The system shall provide for sorting, viewing, saving, and printing life-cycle information, eligibility dates, and events of user- selected record folders and records (Views).
- 3.2.5 (I) The system shall provide for sorting, viewing, saving, and printing list(s) of record folders and/or records (regardless of media) based upon metadata (Views).

4. Exhibits to the Scope of Work

Please refer to **BPM004656 Exhibits to the Scope of Work.PDF** attached separately within APP, which includes the following Exhibits:

Request for Document Imaging of Public Records - This form is to be filled out by the Customer and accompanied with each approved Job Plan. Approval is to be obtained from the Arizona State Library, Archives and Public Records by the Customer.

Request for Microfilming of Public Records - This form is to be filled out by the Customer and accompanied with each approved Job Plan. Approval is to be obtained from the Arizona State Library, Archives and Public Records by the Customer.

Certificate of Compliance - This form is to be filled out by the Contractor annually at the request of the Customer.

Minimum Standards For Digital Imaging Or Scanning Of Textual Documents

End of Scope of Work



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1. Compensation method

Contractor will be compensated based on the final detailed written quote approved by the Customer.

2. Pricing

- 2.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in *BPM004656 Solicitation Attachment 11 Pricing Document*, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.
 - 2.1.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
 - 2.1.2. If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
 - 2.1.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.
- 2.2. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
- 2.3. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.



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- 2.3.1. Initial Contract prices will be honored for one year after award of Contract.
- 2.3.2. All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- 2.3.3. All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.
- 2.4. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.
- 2.5. Additional Charges. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.
- 2.6. Travel. Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3. Funding

No particular funding considerations apart from paragraph 4.4 [Availability of Funds for the Next State fiscal year] and 4.5 [Availability of Funds for the current State fiscal year] of the Uniform Terms and Conditions have been identified as of the Solicitation date.

4. Invoicing

- 4.1. Invoices Go To Buying Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.
- 4.2. Minimum Invoice Requirements. Every invoice must include the following information:



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- 4.2.1. Bill-to name and address
- 4.2.2. Contractor name and contact information
- 4.2.3. Remit-to address
- 4.2.4. Invoice number and date
- 4.2.5. State contract number
- 4.2.6. Order number (APP PO number)
- 4.2.7. Date the services performed
- 4.2.8. Applicable payment terms
- 4.2.9. Material or Service description (Itemized)
- 4.2.10. Quantity delivered or performed
- 4.2.11. Line item unit of measure
- 4.2.12. Item price
- 4.2.13. Extended pricing
- 4.2.14. Taxes (as a separate invoice line item)
- 4.2.15. Mailing fees (if applicable)
- 4.2.16. Total invoice amount due
- 4.3. No Invoice Without Authorization. Contractor shall not seek payment for any:
 - 4.3.1. Materials or Services that have not been authorized on an acknowledged Order;
 - 4.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 - 4.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.
- 4.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.
 - 4.5.1. The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify the Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
 - 4.5.2. Invoices will be deemed automatically rejected upon delivery if they:
 - 4.5.2.1. are sent to an incorrect address;



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- 4.5.2.2. do not reference the correct State contract or APP Order number; or
- 4.5.2.3. are payable to any Person other than the Contractor.
- 4.5.3. The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5. Payments

- 5.1. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions
- 5.2. 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.
- 5.3. Recovery of overpayment. 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 overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 5.4. Payment 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.
- 5.5. Purchasing card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of the Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6. 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, the 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



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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.

- Definition of Terms: As used in the Contract, the terms listed below are defined as follows:
 - 1.1. Acceptance: The document titled "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.
 - 1.2. Accepted Offer:
 - **1.2.1.** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
 - **1.2.2.** If State requested a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
 - **1.2.3.** If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
 - 1.3. Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) and Arizona Administrative Code (A.A.C.) are each defined in the Instructions to Offerors.
 - 1.4. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx
 - 1.5. Attachment. Any item that:
 - **1.5.1.** The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);
 - **1.5.2.** Was attached to an Offer when submitted; and
 - **1.5.3.** Was included in the Accepted Offer.
 - 1.6. Pricing Document. Section Pricing Document of the Solicitation Requirements document of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
 - 1.7. Contract Amendment. A document signed by the Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.



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- 1.8. Contract Terms and Conditions. The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.9. Contractor. The Person identified on the Accepted Offer who has entered into the Contract with the State.
- 1.10. Contractor Indemnitor. Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.11. Co-Op Buyer. 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 an "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.

1.12. Eligible Agency.

- **1.12.1.** If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.
- **1.12.2.** If the Special Terms and Conditions indicate that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- **1.12.3.** If the Special Terms and Conditions indicate that the Contract is a "statewide" and "cooperative" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board or any Co-Op Buyer.
- 1.13. Indemnified Basic Claims. "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, 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.
- 1.14. Instructions to Offerors. "Instructions to Offerors" means the Solicitation Instructions document of the Solicitation.



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- 1.15. Order. The instrument by which the State authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as being an "Order":
 - **1.15.1.** "Release" or "Release Purchase Order: in The State's e-Procurement System;
 - **1.15.2.** "task order," "service order," or "job order" when a Release Purchase Order for Services has already been created in The State's e-Procurement System; or
 - **1.15.3.** "purchase order" for buying by Co-Op Buyers, if co-op buying applies
- 1.16. The State's e-Procurement System. The 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 Technical Bulletin No. 020, The State's e-Procurement System—The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB 020 APP 20181024.pdf

- 1.17. State. 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 Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.18. State Indemnitees. Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.19. Subcontractor. 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.
- 1.20. Work. 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. Contract Interpretations
 - 2.1. Usage. Where the Contract:



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- 2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the 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 Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.
- 2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the terms 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 1. what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- **2.1.3.** 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.
- 2.1.4. 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;
- **2.1.5.** 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
- 2.1.6. 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.

2.2. Contract Order of Precedence

2.2.1. 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,



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consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

- 2.2.2. 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.
 - 2.2.2.1. Contract Amendments;
 - 2.2.2.2. The final Solicitation Documents, in the following 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) Pricing Document;
 - (7) Exhibits to the Pricing Document;
 - (8) Specifications; and
 - (9) Any other documents referenced or included in the Solicitation;
 - 2.2.2.3. Orders, in reverse chronological order; and
 - 2.2.2.4. Accepted Offer.
- 2.2.3. 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.
- 2.3. 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



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construed as being the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

- 2.4. 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.
- 3. 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 three (3) years unless cancelled, terminated, or permissibly extended.
 - 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 maximum aggregate term of five (5) years.
 - 3.3. Notices and Correspondence
 - 3.3.1. To Contractor. State shall 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 State's e-Procurement System Vendor Profile; and 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. Contractor shall address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the The State's e-Procurement System Summary for State; and address any required notices to State to the Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

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3.3.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.



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- 3.4. Signing of Contract Amendments. Contractor's counter-signature or "approval" in The State's e-Procurement System, in the case of an amendment, is not required to give effect if the Contract Amendment only covers either:
 - **3.4.1.** extension of the term of the Contract within the maximum aggregate term;
 - **3.4.2.** revision to Procurement Officer appointment or contact information; or
 - **3.4.3.** 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' signatures – or "approval" in The State's e-Procurement System, in the case of an Amendment – are required to give it effect.

- 3.5. Click Through 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 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 to 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



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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 federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.
- 3.8. Inspection and Testing. By A.R.S. §41-2547, State may at reasonable times inspect the part of Contractors' 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 to 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 reinspection or retesting 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. 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.
 - 3.9.1.1. "Government Purpose Rights" are:
 - 3.9.1.1.1. 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;
 - 3.9.1.1.2. the right to release or disclose that work product to third parties for any State government purpose; and
 - 3.9.1.1.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create



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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.

- 3.9.1.2. "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, knowhow, 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:
 - 3.9.3.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
 - 3.9.3.2. 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
 - 3.9.3.3. 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 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. Subcontract

3.10.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors 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.



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- 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 the Attachment Proposed Subcontractors 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. Orders

- 3.11.1. 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 that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.
- **3.11.2.** Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.11.3. 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.
- **3.11.4.** 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



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"single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

- 3.11.5. No Minimums Or Commitments. (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.
- **3.11.6.** 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.
- 3.12. The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

3.12.1. 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/programs/cooperative

- 3.12.2. 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).
- 3.12.3. 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 one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the 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:



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https://spo.az.gov/suppliers/usage-reporting

3.12.4. 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 the 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/suppliers/usage-reporting

- 3.12.5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, 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 the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in The State's e-Procurement System, 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 followup its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.
- 3.12.6. 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.
- 3.13. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op



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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:

- **3.13.1.** By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to the Contractor.
- **3.13.2.** 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.
- **3.13.3.** 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.
- **3.13.4.** 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.
- 3.14. 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 to impose an unreasonable burden on any one of them.

3.15. Work on State Premises

3.15.1. 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



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whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.15.2. 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 in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

4. 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 Pricing 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 Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System 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

4.2.1. 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 the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing 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



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or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2. 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 as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. 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 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. 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,



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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

6.2.1. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Insurance Requirements

- 6.2.2.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, 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, its agents, representatives, employees or subcontractors.
- 6.2.2.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities



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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.

- **6.2.3. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
 - 6.2.3.1. Commercial General Liability (CGL) 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
- Damage to Rented Premises \$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.

6.2.3.2. 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,



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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.

6.2.3.3. Workers' Compensation and Employers' Liability

 Workers' Compensation 	Statutory
Employers' Liability	
o Each Accident	\$1,000,000
o Disease – Each Employee	\$1,000,000
o 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 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).

6.2.3.4. Network Security (Cyber) and Privacy Liability

Each Claim \$2,000,000Annual Aggregate \$2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include



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breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

- b. In the event that the Network Security and Privacy 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, 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.
- c. 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 vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
- d. 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.

6.2.4. Additional Insurance Requirements

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

- 6.2.4.1. 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).
- 6.2.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. 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)



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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 mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.2.6. 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.

6.2.7. <u>Verification of Coverage</u>

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.

- 6.2.7.1. 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.
- 6.2.7.2. 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.
- 6.2.7.3. 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.

6.2.8. <u>Subcontractors</u>

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



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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 this contract, proof from the Contractor that its subcontractors have the required coverage.

6.2.9. 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.

6.2.10. 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.

6.3. 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:

- **6.3.1.** State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- **6.3.2.** 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;
- **6.3.3.** State may elect to participate in such action at its own expense; and
- **6.3.4.** 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.

6.4. Force Majeure



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- **6.4.1.** Definition. For this paragraph, "force majeure" means an occurrence that is
 - 6.4.1.1. beyond the control of the affected party,
 - 6.4.1.2. occurred without the party's fault or negligence, and
 - 6.4.1.3. 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 7.6 [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.
- 6.4.2. Relief From Performance. Except 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 ongoing, 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 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.
- **6.4.3.** 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.
- **6.4.4.** 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



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the other party's normal remedies and the affected party's obligations would apply undiminished.

7. 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 the 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. 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.
- 7.5. 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 [Assignment and Delegation] that expressly recognizes the event.
- 7.6. Performance in Public Health Emergency Contractor warrants that it will:
 - **7.6.1.** 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:
 - 7.6.1.1. identification of response personnel by name;



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- 7.6.1.2. key succession and performance responses in the event of sudden and significant decrease in workforce; and
- 7.6.1.3. alternative avenues to keep sufficient product on hand or in the supply chain;
- 7.6.2. 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.
- **7.6.3.** A request from the State related to this Section does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
- **7.6.4.** Failure to have or implement an appropriate plan will be a material breach of contract.

7.7. Lobbying

- 7.7.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (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.
- **7.7.2.** 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.
- 7.8. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
- 8. This section intentionally left blank.
- 9. This section intentionally left blank.



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10. This section intentionally left blank.

11. General Provisions for Services

- 11.1. **Applicability.** Article 11 applies to the extent the Work is or includes Services.
- 11.2. Comprehensive Services. Contractor shall provide the comprehensive range of services for which a price is established Offering in the Pricing Document for ordering by Eligible Agencies and Co-Op Buyers, if co-op buying applies.
- 11.3. Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services 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 documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
- 11.4. Off-Contract Services. Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
- 11.5. **Removal of Personnel.** Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
- 11.6. **Transitions.** During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State



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anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

- 11.7. Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 11.8. **Requirements at Services.** Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 11.9. **Services Acceptance.** State has the right to make acceptance of Services subject to acceptance criteria. State may apply acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for unaccepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.
- 11.10. **Corrective Action Required.** Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.
 - **11.10.1.** Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).



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- 11.10.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
- **11.10.3.** Contractor shall take the necessary action(s) to avoid any like failure in the future if doing so is appropriate and practicable under the circumstances

12. Data and Information Handling

- 12.1. **Applicability.** Article 12 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:
 - 12.2.1. 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 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
 - 12.2.2. 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 13.2, 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:



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- **12.3.1.** PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and
- **12.3.2.** "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://dpcld.defense.gov/Privacy/Authorities-and-Guidance/

NOTE (2): For convenience of reference only, the GSA directive is available at: https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-

- 12.4. **Protected Health Information.** Contractor warrants that, to the extent performance under 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:
 - 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 CFR45-160(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;
 - **12.4.2.** 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
 - **12.4.3.** 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

13. Information Technology Work



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- 13.1. **Applicability** Article 13 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101 -6 "...all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.
- 13.2. Background Checks Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. §41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

13.3. Information Access

- **13.3.1.** SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 13.3.2. INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 13.3.3. ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

13.4. Pass-Through Indemnity



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- 13.4.1. INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 13.4.2. NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
 - 13.4.2.1. State reserves the right to elect to participate in the action at its own expense;
 - 13.4.2.2. State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
 - 13.4.2.3. State shall in any case cooperate in the defense and any related settlement negotiations.
- 13.5. **Systems and Controls** In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

13.6. Redress of Infringement

- **13.6.1.** REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:
 - 13.6.1.1. replace any infringing items with non-infringing ones;
 - 13.6.1.2. obtain for State the right to continue using the infringing items; or
 - 13.6.1.3. modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.



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- 13.6.2. CANCELLATION OPTION. In every case under 13.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:
 - 13.6.2.1. for any software created for State under the Contract, the amount State paid to Contactor for creating it;
 - 13.6.2.2. for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
 - 13.6.2.3. for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.
- **13.6.3.** EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
 - 13.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
 - 13.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
 - 13.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

13.7. First Party Liability Limitation

- 13.7.1. LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.
- **13.7.2.** PROVISOS. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:
 - 13.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
 - 13.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or



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- 13.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 13.7.3. PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 13.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
- **13.7.4.** NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

13.8. Information Technology Warranty

- 13.8.1. SPECIFIED DESIGN. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:
 - 13.8.1.1. modified or altered by anyone not authorized by Contractor to do so;
 - 13.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or
 - 13.8.1.3. operated in a manner not within its intended use or environment.
- **13.8.2.** COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:
 - 13.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
 - 13.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
 - 13.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.



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- **13.8.3.** PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.
- 13.9. Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 13.8 includes, at State's discretion, reperformance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 13.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.
- 13.10. 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.
- 13.11. **Cloud Applications** The following are required for Contractor of any cloud solution that hosts State data outside of the State's network or transmits and/or receives State data.
 - **13.11.1.** Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
 - **13.11.2.** State reserves the right to conduct penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
 - **13.11.3.** Contractor must submit a copy of system logs from the cloud system to the State of Arizona security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).
 - **13.11.4.** Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.
- 1. Definition of Terms: As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "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.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "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.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "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.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In 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. 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 and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. 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.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. 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.
- 3.8. Ownership of Intellectual Property. 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.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 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. 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. 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 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. 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:
 - 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. 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 Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. 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.
 - 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. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

- 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.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.2.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.3. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under

- applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.4. Right of Offset. 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. Contract Termination

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

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

11. Arbitration

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

12. 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, Phoenix, Arizona, 85007.

ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS



A DIVISION OF THE ARIZONA SECRETARY OF STATE



REQUEST FOR DOCUMENT IMAGING OF PUBLIC RECORDS

ARS §41-151.16 A. Each agency of this state or any of its political subdivisions may implement a program for the production or reproduction by photography or other method of reproduction on film, microfiche, digital imaging or other electronic media of records in its custody, whether obsolete or current, and classify, catalogue and index such records for convenient reference. The agency, before the institution of any such program of production or reproduction, shall obtain approval from the director of the types of records to be produced or reproduced and of the methods of production, reproduction and storage and the equipment which the agency proposes to use in connection with the production, reproduction and storage. Approval pursuant to this subsection is necessary for digitizing programs but not for individual instances of digitization. On approval from the director, the source documents may be destroyed, but only after an administrative audit and after safeguards are in place to protect the public records pursuant to section 41-151.15, subsection A.

SUBMISSION D	ATE:				EXPIR	ATION DATE:	
		Τ					
Agency or Political Subdivision Title:							
	ere after regrees to co	eferred to as omply with the	"LAPR"], in the following	accordance w	ith ARS §41-15	Arizona State Library 1.16, to scan records	
	BEFORE	COMPLET	TING THIS	FORM. CHE		R SCANNING OF THE CATEGORIE THIS FORM.	
PART 1: REQUE	EST FOR	APPROVA	L				
A	RECOR	DS SCANN	ED FOR AC	CCESS OR W	EB DISSEMIN	ATION ONLY	
	recognze	for web dissimination only may be scanned at 150 dpi bitonal or higher. The Applicant is that the scanned web dissemination copy is not the official record, and will retain the official or the period specified on a records schedule approved by LAPR. Certified copies must be somether official record.					
1.	The form	nat of the offi	icial records	will be:	Paper	☐ Microfilm	
2.	approved	plicant will retain the official records only for the period specified on a records schedule d by LAPR, and will suspend scheduled destruction of any record potentially responsive to bly foreseeable litigation, audit, or investigation.					
3.	The Appretention	•	estroy copies	of the records	before, but not	retain longer than, t	he approved

ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS



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REQUEST FOR DOCUMENT IMAGING OF PUBLIC RECORDS

	4.	official paper or microfilm record shall be kept by the Applicant or transferred to the State Archives for permanent retention.
		The applicant recognizes that permanent records covered by this request meet or exceed the state standards per ARS 39.101.
		Applicant initials
	5.	Records will be scanned into the following file format(s):
	6.	Records will be scanned at the following minimum scan resolution:
		150 dpi Bitonal 🔲 200 dpi Bitonal 🗎 200 dpi grayscale 🔲 300 dpi 24-bit Color
	7.	IMAGING SYSTEM HAS ABILITY TO COMPLETELY Yes No PURGE/DESTROY/EXPUNGE OBSOLETE RECORDS (IMAGES)
	8.	OPEN SYSTEM ARCHITECTURE
	9.	NON PROPRIETARY HARDWARE AND SOFTWARE
В		TOTAL RETENTION THIRTY YEARS OR UNDER
	1.	The format of the official records will be: Paper Digital Microfilm
	2.	The Applicant will retain the official records only for the period specified on a records schedule approved by LAPR, and will suspend scheduled destruction of any record potentially responsive to reasonably foreseeable litigation, audit, or investigation.
	3.	The Applicant may destroy copies of the records before, but not retain longer than, the approved retention period.
	4.	Records will be scanned into the following file format(s): \square TIFF v6 ^{1 or 4} \square PDF ² \square PDF/A ³ \square JPG2000
	5.	Records will be scanned at the following minimum scan resolution:
		☐ 200 dpi Bitonal ☐ 200 dpi grayscale ☐ 300 dpi 24-bit Color
	6.	IMAGING SYSTEM HAS ABILITY TO COMPLETELY Yes No PURGE/DESTROY/EXPUNGE OBSOLETE RECORDS (IMAGES)
	7.	OPEN SYSTEM ARCHITECTURE
	8.	NON PROPRIETARY HARDWARE AND SOFTWARE

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ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS



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REQUEST FOR DOCUMENT IMAGING OF PUBLIC RECORDS

C		TOTAL RETENTION THIRTYONE YEARS OR LONGER (NOT PE	RMANENT)		
	1.	Due to the long term retention of these records please identify and attach a continuous in the justification of the chosen imaging process: Cost/Benefit PIJ (for State)	copy of the study performed Agencies only)		
<i>'</i>	 For state agencies only: The Applicant has submitted a Project Investment Justification (PIJ) to the Arizona Department of Administration/Arizona Strategic Enterprise Technology (ASET). Yes No 				
<u>:</u>	3.	Records will be scanned into the following file format(s):			
4	4.	Records will be scanned at the following minimum scan resolution:			
		☐ 400 dpi Bitonal ☐ 600 dpi grayscale ☐ 600 dpi 24-bit	t Color		
:	5.	IMAGING SYSTEM HAS ABILITY TO COMPLETELY PURGE/DESTROY/EXPUNGE OBSOLETE RECORDS (IMAGES)	☐ Yes ☐ No		
(6.	OPEN SYSTEM ARCHITECTURE	☐ Yes ☐ No		
,	7.	NON PROPRIETARY HARDWARE AND SOFTWARE	☐ Yes ☐ No		
PART 2: GEN	NER	RAL REQUIREMENTS FOR ALL OPTIONS LISTED ABOVE	Applicant initials all below		
	d red	accognizes that the scanned records covered by this request meet or exceed	Applicant initials		
* *		ormat and that the images will conform to the minimum standards.	Applicant initials		
		tifies that a migration/exit plan has been developed and will be followed for ed under this request.	Applicant initials		
The Applicant retention perio	cert		Applicant initials		
		Il institute a quality control process that includes inspecting at least 20% of the tree that all information on the scanned version is legible.	Applicant initials		
		tifies that the benefits of digitizing these records justifies the costs and is ate that to any concerned party.	Applicant initials		
The Applicant	has	s attached the list of record series to be imaged.	Applicant initials		
	nave	e discussed this scanning project with the CIO/CTO/ IT director, or	Applicant initials		

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ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS







REQUEST FOR DOCUMENT IMAGING OF PUBLIC RECORDS

PART 3: AUTHORIZATION

REQUESTOR:	
Agency or Political Subdivision Title:	
Name (type or print):	Title: Records Officer or Designee (type or print):
Signature:	Date:
Phone:	E-Mail:
reproduce these records using electronic me	ACTION AUTHORIZED Arizona State Library, Archives and Public Records authorizes the Applicant to edia following these procedures for a period of five years. Failure to comply
with these procedures is a violation of ARS AUTHORIZED BY:	841-131.16.
Dr. Dennis Preisler, State Archivist	Date Approved
Records Analyst (or designee) Records Management Center	Date Approved

Polly Rosenbaum State Archives and History Building

1901 W. Madison St. • Phoenix, Arizona 85009 • Home Page: http://www.azlibrary.gov/records Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov

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REQUEST FOR DOCUMENT IMAGING OF PUBLIC RECORDS

ATTACHMENT: RECORD SERIES TO BE IMAGED

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #

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 $1901~W.~Madison~St.~\bullet~Phoenix, Arizona~85009~\bullet~Home~Page:~http://www.azlibrary.gov/records$

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov

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REQUEST FOR DOCUMENT IMAGING OF PUBLIC RECORDS INSTRUCTIONS

PART 1: REQUEST FOR APPROVAL

- 1. In the top section enter the name of your Agency or Political Subdivision and include any subdivision breakdown for division, department or unit.
- 2. The *Minimum Standards for Digital Imaging or Scanning Textual Documents* may be found on the State Library, Archives and Records Management website at:

https://azlibrary.gov/arm/guidance-standards-and-statutes

3. Check all applicable boxes for A, B and C and initial where required.

PART 2: GENERAL REQUIREMENTS FOR ALL OPTIONS LISTED ABOVE

1. Initial all boxes for *Applicant initials* to indicate you have read the general requirements.

PART 3: AUTHORIZATION

1. Fill in the contact information for the requestor seeking approval.

ATTACHMENT: RECORDS SERIES TO BE IMAGED

- 1. List the Record Series title(s) associated with this imaging request using the exact record series name(s) found on the approved Retention Schedule(s) being followed.
- 2. Enter either the schedule number or approved date for the Retention Schedule for each record series title.
- 3. Enter the item number for the record series title from the schedule for each record series title.

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ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS

A DIVISION OF THE ARIZONA DEPARTMENT OF STATE



ARCHIVES AND RECORDS MANAGEMENT		Submission date:			
Approval date: Expiration date:		Microfilm Co	ontrol #: MC	N	
RE(QUEST FOR M	MICROFILMING	G OF PUBLIC	RECO	RDS
produce other of record reproduce metho with the program destroy	ction or reproduction by phoelectronic media of records is for convenient reference. In a production, shall obtain approvate of production, reproduction production, reproduction in the but not for individual instance.	of this state or any of its political otography or other method of repin its custody, whether obsolete of the agency, before the institutional from the director of the types of on and storage and the equipment and storage. Approval pursuant stances of digitization. On approximative audit and after safeguar osection A.	production on film, microficle or current, and classify, cata in of any such program of pro- of records to be produced or not which the agency propose to this subsection is necessar oval from the director, the so	ne, digital imaglogue and independent of reproduced and story for digitizing urce documen	ging or ex such and of the enection eg ets may be
Agency or Political (here after referred					
		ne Arizona State Library, Archivilm records described below and			
Record	Series Title as Stated on	Approved Schedule	Schedule Number	or Date	Item #
		APR <i>STANDARDS</i> BEFOR PLY IN PART 1 AND INIT			
PART 1: APP	PROVAL				
A.	PERMANENT RET	TENTION			
		es that archival (permanent) reco copy meets or exceeds the state s		are to be retain	ned permanently,
		es that the microfilmed copy may the records will be verified to	= -		
В.	NON-PERMANENT	Γ RETENTION			
_	The applicant agrees that	at the microfilm copy meets or e	xceeds state standards per A	RS §39.101.	
		tute a quality control process that ion on the microfilmed versions		t 20% of all	records to



ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS

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Arizona State Library,
Archives and Public Records

ARCHIVES AND RECORDS MANAGEMENT		Submission date:
Approval date: Expiration date:		n date: Microfilm Control #: MCN
REQU	UEST FOR MICROF	LMING OF PUBLIC RECORDS
C	MICROFILM INFORMATION	
i.	Filming performed by:	
	Submitting Agency	State Records Management Center
	☐ Vendor	
	Vendo	r name
ii.	Processing performed by:	
	Submitting Agency	State Records Management Center
	☐ Vendor Vendo	r name
iii	Microfilm created using the following ca	mera tynes:
111.	Planetary	Rotary Digital
iv.	Film Format:	
1	☐ 35mm	☐ 16mm (only permitted for letter/legal size source documents)
v.	Copy for Office Use:	
	Microfilm Diazo	☐ Digital image
	DIGITAL USE COPY	
_		ated and will be retained for the period specified on a records schedule
	b. The digital copy meets or excended Documents standard.	eeds the Minimum Standards for Digital Imaging or Scanning Textual
D	MICROFILM WILL BE USED F	OR:
	Record	☐ Disaster recovery ☐ Reference use
E	PHYSICAL LOCATION OF MIC	CROFILM
		ned copies of the records are kept as specified on a records retention Library, Archives and Public Records. The microfilm will be retained as
i.	SILVER MASTER, 1ST GENERA	ATION RECORD
	Submitting Agency	State Records Management Center
	State Archives	☐ Vendor
		Vendor name



ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS A DIVISION OF THE ARIZONA DEPARTMENT OF STATE



ARCHIVES AND	RECORDS MANAGEMENT		Submission date:
Approval date:	Expiration date	:	Microfilm Control #: MCN
REQ	UEST FOR MICROFILM	MING OF	PUBLIC RECORDS
ii.	SILVER DUPLICATE, 2ND GENERA	TION COPY	
	Submitting Agency	State Rec	cords Management Center
	State Archives	☐ Vendor	Vendor name
iii.	DIAZO DUPLICATES, 3RD GENERA	ATION COPIES	
	Submitting Agency	State Rec	cords Management Center
	State Archives	☐ Vendor	Vendor name
F	SOURCE DOCUMENTS WILL BE:		
	Retained Destro	oyed	Transferred to State Archives
	BY WHOM:		
	Submitting Agency	State Rec	cords Management Center
	State Archives	Vendor	
			Vendor name
	GENERAL REQUIREMENTS FO	R ALL OPTION	NS LISTED ABOVE
PART 2: CERT	TFICATION		
г			Applicant initials all below
The Applicant cer	rtifies that the microfilmed copies meet or e	exceed current sta	Applicant initials attendands.
was processed in	rtifies that a Certificate of Compliance form accordance with standards published by LA ming is not performed by LAPR, Records	APR. The certific	ate will be filed
For 16mm film, tl	he applicant certifies that records filmed do	not exceed 11" x	Applicant initials Applicant initials

Revised 10/2021

Permanent Records)

reduction. (Standards for Permanent Records)

not exceed 1:24 reduction. (Standards for Permanent Records)

For 35mm film, the applicant certifies that records filmed may be larger than 11' x 14" and do

For 35mm film of architectural, engineering and topographical drawings not exceeding 36" x 48.6", the applicant certifies that records filmed do not exceed 1:30 reduction. (Standards for

Applicant initials

Applicant initials



ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS

A DIVISION OF THE ARIZONA DEPARTMENT OF STATE



ARCHIVES AND RECORDS MANAGEMENT		Submission date:			
Approval date:	Expiration date: Microfilm Control #: MCN				
REQUEST FOR MICROFILMING OF PUBLIC RECORDS					
REQUESTOR:					
Agency or Political Subdivision Title:					
Name (type or print):	Reco	rds Officer (type or print name):			
Signature:	E-M:	ail:			
Records Officer Signature:		Pate:			
	ACTION AUTHORI	ZED			
to reproduce these records using th	ne methods of production, reproduc	hives and Public Records authorizes the Applicant tion and storage and the equipment which the . Failure to comply with these procedures is a			
AUTHORIZED BY:					
Laura Palma-Blandford, Interim State	Archivist Date	Approved			
Records Analyst (or designee)	Date	Approved			

Polly Rosenbaum State Archives and History Building

 $1901\ W.\ Madison\ St.\ \bullet\ Phoenix, Arizona\ 85009\ \bullet\ Home\ Page:\ http://www.azlibrary.gov/records$

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov

Revised 10/2021 An Equal Opportunity Employer



ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS A DIVISION OF THE ARIZONA DEPARTMENT OF STATE



ARCHIVES AND RECORDS MANAGEMEN	Submission date:	
Approval date:	Expiration date:	Microfilm Control #: MCN

REQUEST FOR MICROFILMING OF PUBLIC RECORDS INSTRUCTIONS

In the top section enter the name of your Agency or Public Body, and include any subdivision breakdown for division, department or unit.

In the table provided, fill in the Record Series Title(s) for which the requestor is seeking approval. Include the schedule number or date and the item numbers as they appear on the approved retention schedule.

If items are not currently listed on an approved schedule, list them following the terminology used in office and briefly describe what the records are and their purpose.

PART 1: REQUEST FOR APPROVAL

- 1. Refer to the applicable LAPR Standards before completing this form.
- 2. Check all items that apply for sections A through F of the approval portion of this form.

PART 2: CERTIFICATION

- 1. Read and initial all boxes in the certification portion of this form.
- 2. Enter Requestor name, Records Officer name, phone number and email; then the Records Officer must sign and date the form.

Once approval has been granted a copy of the request will be forwarded to the agency. Please note the Microfilm Control # (MCN#) provided by LAPR at the top of the form. This number will be used in conjunction with the *Certificate of Compliance*, to be used by the agency and their vendor and returned to LAPR.

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Certificate of Compliance

with State Standards for Processing of Permanent Micrographics (authorized pursuant to ARS § 39-101)

•	MCN#:		
Vendor Name (type or print):	Agency or Political Subdivision (type or print):		
Address:	Address:		
Phone:	Phone:		
	Email:		
FILM TYPE: 16mm Roll 35r	nm Roll		
LIST OF SPECIFIC FILM ROLL NUMBERS or FICHE	E/JACKET IDENTIFICATION:		
RECORDS SERIES TITLE/ITEM # FROM RETENTION	ON SCHEDULE & DATE RANGE: REDUCTION RATIO:		
STORAGE LOCATION FOR OFFICIAL SILVER HAI	IDE MACTED EII M.		
STORAGE LOCATION FOR OFFICIAL SILVER HAI	LIDE MASTER FILM:		
* *	aster film. If stored at vendor, vendor agrees to turn over old or goes out of business or at agency request.		
It is hereby certified that the above listed silver h	alide micrographics were processed in accordance		
with the "Standards for Permanent Records" pub	olished by the Arizona State Library, Archives and		
	ollowing equipment and procedures were used:		
PROCESSOR MAKE & MODEL:	H FATE DEDEODMED.		
METHELENE BLUE TEST FOR RESIDUAL THIOSU	LFATE PERFORMED:		
DAILY BI-WEEKLY	☐ WEEKLY ☐ OTHER		
*PLEASE ATTACH ANY ADDITIONAL	INFORMATION OR SCHEDULE ITEMS		
Vendor Contact Name (type or print):	Records Officer (type or print name):		
Signature:	Records Officer Signature:		
Digital VI	Accords Officer Digitation		
Date:	Date:		

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ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS

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INSTRUCTIONS

- In the top portion of this form, enter the vendor contact information and the agency or political subdivision contact information and MCN# (provided on the approved Request for Microfilming of Public Records form).
 If you do not know the MCN#, STOP. Please verify at this point that your agency has received permission from the Library, Archives and Public Records to image documents and have an approved Request for Microfilming of Public Records form on file.
- 2. Submit this form to your chosen vendor.
- 3. Upon completion of microfilming, vendor will sign, date and return form to requesting agency.
- 4. Agency will complete the form and will type or print their name in the bottom right corner and sign and date the form.
- 5. Agency will return the completed form to LAPR.

Important Note: Any forms that are incomplete will be returned to the agency.

Arizona State Library, Archives and Public Records

A Request for Document Imaging must be completed and approved prior to starting a scanning or digitization project. Please contact RMC at: 602-926-3815 or records@azlibrary.gov.

Records with a Permanent retention can only be scanned for access, not for replacement of paper records. The original paper record or microfilm record will remain the official record. The paper or microfilm record may not be destroyed. However, it is prudent and highly recommended that for disaster recovery and future projects options to scan the records at the standards for 31 years or longer retention.

- 1. These are minimum standards. Considerations such as original document size, quality, legibility, image characteristics (spatial resolution, pixel bit depth, signal resolution, and color mode) and intended use must be taken into account for quality digital reproductions.
- 2. This table provides the *minimum* standards for digitization. Use the appropriate standard in the table that most closely matches the overall content of the items you wish to digitize.
- 3. This is the standard for scanning <u>textual documents only</u>. This does not include maps, photographs and other media types. Permission to scan is still required by A.R.S. §41-151.16. See Request for Document Imaging of Public Records at http://www.azlibrary.gov/arm/forms.
- 4. Scan resolution is 100% scan ratio (1:1) and true optical resolution in dpi calculation.
- 5. Quality control will need to be performed consistently throughout the process to ensure quality of scans. 20% minimum quality control is required for all records.
- 6. You must evaluate the digital output quality to verify that the digitized version accurately represents the content of the original document. Meeting minimum standards does not imply legibility of the digital reproduction. All scans must be legible to the smallest font on the record, regardless of color and markings.
 - If scanning at the minimum standards do not accurately represent the record and the record is not completely legible, you must use a higher dpi, a higher bit number, grayscale or color scanning, adjust other scanner settings and thresholds or take any other action as required to ensure accuracy and legibility of the scanned record.
- 7. Due to rapidly changing technology, migration of media, migration of file format and other actions will be required for continued accessibility.
- 8. Security, to the level required by law, and accountability of the records must be maintained during the scanning process. This will include additional security requirements for records containing privacy, classified or any other type of sensitive data. Examples of records with security requirements include FERPA, HIPAA and personal identifying information. Consult with your Risk Manager or legal representative and your IT Security Manager before scanning.

Refer to Statewide Information Security P800 and Privacy P900 policies, (http://aset.azdoa.gov/security/policies-standards-and-procedures) and related statewide security and privacy standards for information on identifying and maintaining the confidentiality, integrity and availability (CIA) of data in records.

Arizona State Library, Archives and Public Records

Notes: Careful attention must be paid to quality control, metadata, file naming schemas, directory structure, versioning, naming of derivative files, long term storage, migration, backup, and disaster recovery to ensure "faithful reproduction" and access to the document over time.

"Faithful digital reproductions are digital objects that are optimally formatted and described with a view to their quality (functionality and use value), persistence (long-term access), and interoperability (e.g. across platforms and software environments). Faithful reproductions meet these criteria, and are intended to accurately render the underlying source document, with respect to its completeness, appearance of original pages (including tonality and color), and correct (that is, original) sequence of pages. Faithful digital reproductions will support production of legible printed facsimiles when produced in the same size as the originals (that is, 1:1)." (Quoted from: Digital Library Federation's Benchmark for Faithful Digital Reproductions of Monographs and Serials at http://www.digitib.org/standards/bmarkfin.htm and supported by Federal Agencies Initiative Still Image Working Group's Technical Guidelines for Digitizing Cultural Heritage Materials http://www.digitizationguidelines.gov/guidelines/FADGI_Still_Image-Tech_Guidelines_2010-08-24.pdf.)

Annotations:

- 1. TIFF v6 Baseline TIFF, uncompressed with no application/product dependencies or extensions.
- 2. PDF file format may be used if there is no reliance on linked fonts, non-standard header information, or other data stored outside of the file.
- 3. PDF/A is the preferred version of PDF for long-term retention since all of the elements to render the file are contained within the file itself.
- 4. Use CCITT Group IV compression. Use Group III as needed.

References:

Please refer to the *Guidance on Minimum Standards for Digital Imaging and Standards for Permanent Records*, located at the following: http://www.azlibrary.gov/arm/guidelines-standards-and-statutes.

Current retention schedules are located at http://www.azlibrary.gov/arm/retention-schedules .

These standards are written with national standards and best practices. These standards are based, in part, on the following:

Federal Agencies Initiative Still Image Working Group's Technical Guidelines for Digitizing Cultural Heritage Materials http://www.digitizationguidelines.gov/guidelines/FADGI Still Image-Tech Guidelines 2010-08-24.pdf

A Framework of Guidance for Building Good Digital Collections - NISO Recommended Practice http://www.niso.org/publications/rp/framework3.pdf

Technical Guidelines for Digitizing Archival Materials for Electronic Access http://www.archives.gov/preservation/technical/guidelines.html

Effective Date: June 9, 2014 - This standard replaces prior version dated February 1, 2014.

Arizona State Library, Archives and Public Records

Records Scanned for Web Access or Use Copy Only Originals may not be destroyed.					
Textual Documents with or without Illustrations in text	Minimum scan resolution	Save as file format	Additional Notes		
Originals may not be destroyed. The original record must be kept for the retention period listed on applicable retention schedule.					
Clean, high contrast documents with smallest character of 1.0 mm or larger, text only	150 dpi bitonal	GIF PNG JPEG TIFF v6 ⁴ PDF ² PDF/A ³	Compression with no application/product dependencies or extensions and no loss of image readability.		
Documents with handwritten notes/markings, low contrast, half-tone illustrations, photographs or poor legibility	200 dpi bitonal or 200 dpi 8- bit grayscale	GIF PNG JPEG TIFF v6 ⁴ PDF ² PDF/A ³	Compression with no application/product dependencies or extensions and no loss of image readability.		
Documents and items where color is important for accurate representation	300 dpi 24-bit color	GIF PNG JPEG TIFF v6 ⁴ PDF ² PDF/A ³ JPEG2000	Compression with no application/product dependencies or extensions and no loss of image readability.		

Arizona State Library, Archives and Public Records

Scan Resolution assumes 100% scan ratio and original 8 ½" by 11".

Records with a 30 years or less total retention period				
Textual Documents with or without Illustrations in text	Minimum scan resolution	Save as file format	Additional Notes	
			·	
DETAILS				
Clean, high contrast documents with smallest character of 1.0mm or larger, text only	200 dpi bitonal	TIFF v6 ^{1 or 4} PDF ² PDF/A ³	If you plan on OCRing, 300 dpi is required for increased accuracy. Compression with no application/product dependencies or extensions and no loss of image readability.	
Documents with handwritten notes/markings, low contrast, half-tone illustrations, photographs or poor legibility	200 dpi bitonal or grayscale	TIFF v6 ^{1 or 4} PDF ² PDF/A ³	Compression with no application/product dependencies or extensions and no loss of image readability.	
Documents and items where color is important for accurate representation	300 dpi 24-bit color	TIFF v6 ^{1 or 4} PDF ² PDF/A ³ JPEG2000	Compression with no application/product dependencies or extensions and no loss of image readability.	

Scan Resolution assumes 100% scan ratio and original 8 ½" by 11".

Arizona State Library, Archives and Public Records

Records with a 31 years or longer total retention period

**Does not include Permanent Record.

Textual Documents without or with minimal	Minimum	Save as file	Additional Notes
Illustrations in text	scan	format	
	resolution		

For records with a total retention of 31 years or longer: Due to rapidly changing technology, migration of media, migration of file format and continued accessibility, it is prudent and highly recommended that for disaster recovery and future project options the paper record is not destroyed.

**Records with an approved retention period of Permanent or designated Historical and Permanent, may not be destroyed after scanning.

Permanent records may be scanned for access only. However it is highly recommend to follow these standards for disaster recovery purposes and for future projects and technology changes.

Please refer to the *Guidance on Minimum Standards for Digital Imaging and Standards for Permanent Records*, located at the following: http://www.azlibrary.gov/arm/guidelines-standards-and-statutes.

DETAILS			
Clean, high contrast documents with smallest character of 1.0mm or larger, text only	400 dpi bitonal	TIFF v6 ¹ PDF ² PDF/A ³	Use grayscale as needed. Files must be uncompressed with no application/product dependencies or extensions.
Documents with handwritten notes/markings, low contrast, half-tone illustrations, photographs or poor legibility	600 dpi 8-bit grayscale/24- bit color	TIFF v6 ¹ PDF ² PDF/A ³	Files must be uncompressed with no application/product dependencies or extensions.
Documents and items where color is important for accurate representation	600 dpi 24-bit color	TIFF v6 ¹ PDF ² PDF/A ³	Files must be uncompressed with no application/product dependencies or extensions.

Iron Mountain								
Article / Paragraph or Exhibit	h RFP Language	Proposed Changes / Alternate Language	Rationale	State Response (12/6/2022)	Supplier Response (12/15/2022)	State Response (Date) Su	upplier Response (Date)	FINAL RESPONSE
Reference Instructions to								
Offerors								
	NO EXCEPTIONS TAKE	EN CONTRACTOR OF THE CONTRACTO						
Scope of Work								
	NO EXCEPTIONS TAKE	EN CONTRACTOR OF THE CONTRACTO						
Pricing Document								
2.1	Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in BPM004656 Solicitation Attachment 11 – Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment		Iron Mountain has hundreds of thousands of Customers, and it would be virtually impossible to determine whether a price warranty made in any one agreement is in fact accurate or correct. Because it is impractical for us to enforce a price warranty, we cannot make one.	State Rejects. Allowing Iron Mountain to determine if pricing remains competitive or comparable is unacceptable. The best the State can accept is language that says if the State brings forth evidence that a similar entity has received lower pricing for a similar volume of work, then Iron Mountain agrees to match that price.	Iron Mountain accepts the State's standard language			
2.4	Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.	Exception: Iron Mountain proposes to strike this section in its entirety.	Rationale: As above, it would not be possible for us to comply with this requirement. In Section 2.1, Iron Mountain has proposed a period review of the pricing in lieu.	State Rejects. This provision is not unreasonable and has been accepted by other participants in the RFP.	Iron Mountain accepts the State's standard language contained in the RFP.			
Country at Tarrage 9 C	Panditions Chapiel Towns and Conditions							
3.8	Inspection and Testing. By A.R.S. §41-2547, State may at reasonable times inspect the part of Contractors' 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 to 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 reinspection or retesting that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute		Rationale: Iron Mountain does not wish to take exception, but instead would like to clarify that while we can agree to accept this requirement we would like confirmation through contract amendment pursuant to the Special Terms and Conditions, Section 2.2.2 that this clause will not apply to industry standard user acceptance testing environment used by Iron Mountain to ensure that all requirements are met under an applicable SOW for services	State rejects. This provision is part of the Arizona Revised Statutes and cannot be modified.	Iron Mountain accepts the State's standard language contained in the RFP. Iron Mountain acknowledges that in accordance with ARS 41-2547 the State may at reasonable times inspect the part of the plant or place of business of Iron Mountain or any subcontractor which is related to the performance of the contract awarded by the State.			
3.9	3.9. Ownership of Intellectual Property	None, however Exception: Iron Mountain objects to this section in regard to InSight Services only.	Rationale: As is customary with industry standard, all InSight Services shall be subject to the InSight Services Terms and Conditions attached as "Attachment 10 - Supplement 1"in lieu of the Intellectual Property Sections contained in the State's Contract.	State rejects. The InSight Services Terms and Conditions shall not be made a part of this Contract. If the time comes that an Agency wishes to purchase this software from Iron Mountain, those terms and conditions can be negotiated at the time of that purchase.	Iron Mountain accepts the State's standard language contained in the RFP.			
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.	Exception: Iron Mountain objects to this section in regard to InSight Services only.	Rationale: Iron Mountain's InSight platform has existing sub-contractors (including Hosts) We are happy to remain responsible and liable for all Subcontractor activity but we cannot retroactively amend these agreements. We can agree that there are materially similar terms in our agreements with Subcontractors.	shall not be made a part of this Contract. If the time comes that an Agency wishes to purchase this software from Iron Mountain, those terms and conditions can be pegotiated at	Iron Mountain accepts the State's standard language contained in the RFP.			
6.2.1	To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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. This indemnification will survive the termination of the above listed contract	To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors but only to the extent of the Contractor's negligence under the Agreement . This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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	Under this Indemnification clause, Iron Mountain will agree to be responsible for any and all claims caused under the Agreement with the State, only to the extent of Iron Mountain's negligence	RM: Requested change is rejected. Contractor must respond with a defense and indemnity to any claims alleging negligence or willful misconduct on the part of the contractor	Iron Mountain accepts the State's standard language			
6.2.3.3.a	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.	add "to the extent of Contractor's Liabilities in the Agreement" at the end of paragraph a. It would then read as follows: 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, to the extent of Contractor's Liabilities in the Agreement."	Compensation and Employers' Liability Iron Mountain proposes to strike paragraph (a) and cannot agree to a waiver of subrogation as written. Contractor offers as an alternative adding "to the extent of Contractor's Liabilities in the Agreement" at the end of paragraph a.	RM: Requested change is rejected. State requires a full waiver of subrogation. Additionally, proposed language is unworkable and ambiguous.	Iron Mountain accepts the State's standard language contained in the RFP.			

Iron Mountain

	Exception: c. The policy shall be endorsed, as required by this written agreement, to		Rationale: Iron Mountain proposes to strike			
	include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with		these subparagraphs and cannot agree to a	RM: Request to delete requirements for AI and WOS		
0.004 - 4	respect to vicarious liability of the insured arising out of the activities performed by or		waiver of subrogation for cyber insurance.	endorsements is rejected. If contractor carries a combined	Iron Mountain accepts the State's standard language	
6.2.3.4.c-d	on behalf of the Contractor. d. Policy shall contain a waiver of subrogation		Contractor's underwriter does not allow additional insured status or waiver of	Cyber/Tech E&O policy, contractor must provide Al	contained in the RFP.	
	endorsement, as required by this written agreement, in favor of the State of Arizona,		subrogation on Contractor's Cyber/E&O	endorsement and WOS endorsement for third-party		
	and its departments, agencies, boards, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.	Exception: Iron Mountain proposes to strike these sections in their entirety.	Policies.	coverage portion of liability policy.		
	anong nom work ponomica by or on bonan or the contractor.	Exception: non-mountain proposes to entire those sections in their entirety.	Rationale: Iron Mountain can agree to			
			primary/non-contributory status for General			
			Liability and Automobile policies only. Iron Mountain cannot agree to agree to			
			primary/non-contributory status for Iron	RM:Request is rejected. Primary/non-contributory status is		
6.2.4.1			Mountain's Cyber Insurance and Workers	required. IP indemnification obligations do not substitute for	Iron Mountain accepts the State's standard language	
		6.2.4.1. In regard to Commercial General Liability and Business Automobile Liability	Compensation policies. For any cyber related issues under this agreement that the State	primary status under cyber coverage.	contained in the RFP.	
	6.2.4.1. The Contractor's policies, as applicable, shall stipulate that the insurance	only, the Contractor's policies, as applicable, shall stipulate that the insurance	seeks primary/non-contributory status under			
	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	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	the Agreement, Iron Mountain notes that the State has rights under the IP Indemnification			
	and not contributory insurance, as provided by A.R.S. § 41-621 (E).	and not contributory insurance, as provided by A.R.S. § 41-621 (E).	located in Sections 6.3			
				RM: State can agree to the following language: "All such		
				certificates of insurance and blanket policy endorsements		
			Rationale: Iron Mountain cannot provide	must be received by the State before work commences.		
6.2.7.1			policy endorsements, we can only provide	Acceptance of blanket policy endorsement forms is subject	Iron Mountain accepts the State's standard language	
	6.2.7.1. All such certificates of insurance and policy endorsements must be received	Exception: 6.2.7.1. All such certificates of insurance and blanket policy endorsements		to approval of the State. The State's receipt of any	contained in the RFP.	
	by the State before work commences. The State's receipt of any certificates of	must be received by the State before work commences. The State's receipt of any		certificates of insurance or policy endorsements that do not		
	insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.	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.		comply with this written agreement shall not waive or		
	mot waive or otherwise affect the requirements of this agreement.	agreement shall not waive or otherwise affect the requirements of this agreement.	1	otherwise affect the requirements of this agreement.	 	
				RM: The State proposes the following compromise language:		
				"The State of Arizona reserves the right, with reasonable		
		Exception: 6.2.7.3. All certificates required by this Contract shall be sent directly to the	Rationale: Iron Mountain cannot agree to	prior notice to Contractor, to review applicable insurance		
6070		Department. The State of Arizona project/contract number and project description shall be	provide copies of proprietary insurance	policies in the event of an occurrence the State reasonably	Iron Mountain accepts the State's standard language	
6.2.7.3		noted on the certificate of insurance. The State of Arizona reserves the right to require	policies but can provide coverage	believes could result in the tender of a claim under a policy required by this Contract. Review will be conducted at a	contained in the RFP.	
	6.2.7.3. All certificates required by this Contract shall be sent directly to the	complete copies of all insurance policies required by this Contract at any time.	certificates as evidence of insurance.	mutually convenient location and subject to protection of		
	Department. The State of Arizona project/contract number and project description shall			Contractor's confidential or proprietary information under a		
	be noted on the certificate of insurance. The State of Arizona reserves the right to			confidentiality agreement acceptable to Contractor."		
	require complete copies of all insurance policies required by this Contract at any time. 6.3. Patent and Copyright Indemnification. [CONTRACTOR/VENDOR (NOT PUBLIC		<u> </u>		 	
	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		Rationale: As is customary with industry	State rejects. The InSight Services Terms and Conditions		
	Materials and the Services. With respect to the defense and payment of claims under		standard, all InSight Services shall be subject to the InSight Services Terms and Conditions	shall not be made a part of this Contract. If the time comes	Iron Mountain accepts the State's standard language	
6.3	this subparagraph:		attached as "Attachment 10 - Supplement 1" in	that an Agency wishes to purchase this software from Iron	contained in the RFP.	
	6.3.1. State shall provide reasonable and timely notification to Contractor of any claim		lieu of the Intellectual Property Sections	Mountain, those terms and conditions can be negotiated at		
	for which Contractor may be liable under this paragraph; 6.3.2. Contractor, with reasonable consultation from State, shall have control of the		contained in the State's Contract	the time of that purchase.		
	defense of any action on an indemnified claim including all negotiations for its					
	settlement or compromise;					
	(continues to 6.3.4)	Exception: Iron Mountain objects to this section in regard to InSight Services only.				
	7. 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			State with the The LeSiela See in Transport Condition		
	descriptions, specifications, and drawings identified in the Scope of Work and any		Rationale: As is customary with industry	State rejects. The InSight Services Terms and Conditions shall not be made a part of this Contract. If the time comes		
Section 7	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	Exception: Iron Mountain objects to this section in regard to InSight Services only.	standard, all InSight Services shall be subject to the InSight Services Terms and	·	Iron Mountain accepts the State's standard language	
Occilon 1	current industry standards; and (4) be fit for the intended purpose or use described in	Exception. Iron Mountain objects to this section in regard to moight services only.	Conditions attached as "Attachment 10 -	Mountain, those terms and conditions can be negotiated at	contained in the RFP.	
	the Contract. Mere delivery or performance does not substitute for express acceptance		Supplement 1".	the time of that purchase.		
	by the 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.					
	(continues till 7.8)					
	12.2.1. Contractor shall: (a) notify State immediately of any unauthorized access or	Exception: 12.2.1. Contractor shall: (a) notify State immediately promptly of any	Rationale: Iron Mountain needs to perform			
		unauthorized access or inappropriate disclosures, whether stemming from an external	diligence to understand the facts surrounding			
12.2.1	breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure:	security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or	any of the above activities to determine if there	State accepts	State accepts	
	and (c) notify State promptly of any security threat that could result in unauthorized	inappropriate disclosure; and (c) notify State promptly of any security threat that could				
	access or inappropriate disclosures; and	result in unauthorized access or inappropriate disclosures; and	just that.			
	12.4.3. will sign any documents that are reasonably necessary to keep both State and	Exception: 12.4.3. will sign any documents will negotiate in good faith any documents that are				
12.4.3	Contractor in compliance with the requirements in (1) above, in particular "Business	reasonably necessary to keep both State and Contractor in compliance with the requirements in	comply with requirements that we have	State accepts	State accepts	
	Associate Agreements" in accordance with the Privacy Rule.	(1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.	not reviewed.			
	INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party,					
	Contractor may satisfy its indemnification obligations under the Contract by, to the		Rationale: As is customary with industry	State rejects. The InSight Services Terms and Conditions		
	extent permissible by law, passing through to State such indemnity as it receives from		standard, all InSight Services shall be subject	shall not be made a part of this Contract. If the time comes		
13.4.1	the third-party source (each a "Pass-Through Indemnity") and cooperating with State in		to the InSight Services Terms and Conditions	that an Agency wishes to purchase this software from Iron	Iron Mountain accepts the State's standard language	
101711	enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent		attached as "Attachment 10 - Supplement 1" in lieu of the Intellectual Property Sections	Mountain, those terms and conditions can be negotiated at	contained in the RFP.	
	and degree, Contractor is required to do by the Uniform Terms and Conditions, then		contained in the State's Contract.	the time of that purchase.		
	Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent			·		
<u> </u>	the Pass-Through Indemnity does not.	Exception: Iron Mountain objects to this section in regard to InSight Services only.				
Contract Terms &	Conditions - Uniform Terms and Conditions They and all intellectual property, including but not limited to convigant, invention			<u> </u>		
	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		As is customary with industry standard, all	State rejects. The Insight Seminar Terms and Conditions		
	such Intellectual Property. The agency, department, division, board or commission of		InSight Services shall be subject to the InSight	State rejects. The InSight Services Terms and Conditions		
3.8	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		Services Terms and Conditions attached as □Attachment 10 - Supplement 1□. Further,	shall not be made a part of this Contract. If the time comes	Iron Mountain accepts the State's standard language	
3.0	throughout the world. Contractor shall notify the State, within thirty (30) days, of the		Iron Mountain notes that there will be no	that an Agency wishes to purchase this software from Iron Mountain, those terms and conditions can be negotiated at	contained in the RFP.	
	creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf		Intellectual Property created under this	the time of that purchase.		
	of itself and any subcontractor(s), agrees to execute any and all document(s)		Procurement.	and a made paramater		
	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	Mountain objects to this section in regard to InSight Services only.				
	Intellectual Property in any entity other than the	The second of th				
1						

Iron Mountain

ATTACHMENT 11 PRICING DOCUMENT BPM004656 - DOCUMENT MANAGEMENT SERVICES Consultation, Source Preparation and Transport

Offeror: Insert your company name here

Iron Mountain

Project consultation (beyond initial first four hours)

\$86.92 Pricing per hour

Provide pricing in areas applicable to your proposal

Source Documents Preparation and Restoration		On-Site		
Assessment of the quality of the source documents is mutually agreed upon by Contractor and Customer	at volumes:	(\$/page)	Off-Site (\$/page)	Assumptions
Excellent condition	1-9,999	\$0.045	\$0.035	Standard prep and simple reassembly only. No classification included
(defined as ~95% consistent weight, color, size; ~95% free of staple holes, creases, tears, etc.)	10,000 - 99,999	\$0.045	\$0.035	Standard prep and simple reassembly only. No classification included
	100,000 and above	\$0.045	\$0.035	Standard prep and simple reassembly only. No classification included
Medium range condition	1-9,999	\$0.066	\$0.051	Medium prep and simple reassembly only. No classification included
(defined as ~85% consistent weight, color, size; ~ 85% free of creases, staple holes, tears, etc.)	10,000 - 99,999	\$0.066	\$0.051	Medium prep and simple reassembly only. No classification included
	100,000 and above	\$0.066	\$0.051	Medium prep and simple reassembly only. No classification included
Low range condition	1-9,999	\$0.095	\$0.067	Heavy prep and simple reassembly only. No classification included
(defined as a wide mix of weights, colors, sizes with abundant folds and creases, some tears, etc.)	10,000 - 99,999	\$0.095	\$0.067	Heavy prep and simple reassembly only. No classification included
	100,000 and above	\$0.095	\$0.067	Heavy prep and simple reassembly only. No classification included
Secure Source Materials Transport - Metro areas priced as cost per run (pick-up and drop off at a single si	te)			
A) Courier Service - Capitol Complex Area (Metro)	1-9,999	N/A	\$23.04	
Provide physical address of facility serving this area:	10,000 - 99,999	N/A	\$46.08	
1449 S. 36th Street Phoenix, AZ 85040	100,000 and above	N/A	\$89.28	
B) Courier Service – Phoenix Metro Area (excluding Capitol Complex)	1-9,999	N/A	\$42.24	
Provide physical address of facility serving this area:	10,000 - 99,999	N/A	\$65.28	
1449 S. 36th Street Phoenix, AZ 85040	100,000 and above	N/A	\$108.48	
C) Courier Service – Tucson Metro Area	1-9,999	N/A	\$52.80	
Provide physical address of facility serving this area:	10,000 - 99,999	N/A	\$75.84	
1449 S. 36th Street Phoenix, AZ 85040	100,000 and above	N/A	\$119.04	
D) Courier Service – All Other Arizona Locations - PRICED PER MILE	1-9,999	N/A	\$2.78	
Provide physical address(es) of facility (facilities) serving this area:	10,000 - 99,999	N/A	\$2.86	
449 S. 36th Street Phoenix. AZ 85040	100,000 and above	N/A	\$3.00	

Other related pricing:

Record Retrieval/Restoration upon Request Record Retrieval/Restoration upon Request

\$2.16 Per record

\$2.16 Per record for adjacent records

NOTE: THERE WILL BE NO FUEL SURCHARGE ALLOWANCE

ATTACHMENT 11 PRICING DOCUMENT

Offeror: Insert your company name here

Iron Mountain

In submitting the base scanning pricing in the cells below, submit for the categories applicable to you and assume a Quality Control (QC) review of 20% of the images. Pricing for a higher level of QC (50% and 100%) should be expressed as a percentage increase over the base. Customers using the contract, and requiring a different QC level than those provided here, can extrapolate the pricing for that level based on the provided pricing.

as a percentage increase over the base. Cus	tomers using the contract, and requiring a	allierent C				nere, can	extrapola	e the pric	ing for the	at level ba	sea on in	e provided	pricing.			
Base Price quotes are amount per image			Black a	nd White	1		Gray	scale			Co	lor		Quality	y Control	
**Off-Site Scanning is a requirer Section 3.1 Part One of		at 200 dpi	at 300 dpi	at 400 dpi	at 600 dpi	at 200 dpi	at 300 dpi	at 400 dpi	at 600 dpi	at 200 dpi	at 300 dpi	at 400 dpi	at 600 dpi	% increase over base for a 50% review		Assumptions
Paper Documents: (standard)																
	Letter Size	\$0.052	\$0.057	\$0.061	\$0.066	\$0.055	\$0.060	\$0.064	\$0.070	\$0.055	\$0.060	\$0.064	\$0.070	27%	55%	Assumes Paper is in good condition. QC does not include cleanup, just review. Pricing includes items listed for standard paper only. If audio, video, xray, and other specifically defined items are required, they will need to be reviewed and priced separately
	Legal Size	\$0.052	\$0.057	\$0.061	\$0.066	\$0.055	\$0.060	\$0.064	\$0.070	\$0.055	\$0.060	\$0.064	\$0.070	27%	55%	Assumes Paper is in good condition. QC does not include cleanup, just review. Pricing includes items listed for standard paper only. If audio, video, xray, and other specifically defined items are required, they will need to be reviewed and priced separately
	Smaller than 8.5 x 11	\$0.052	\$0.057	\$0.061	\$0.066	\$0.055	\$0.060	\$0.064	\$0.070	\$0.055	\$0.060	\$0.064	\$0.070	27%	55%	Assumes Paper is in good condition. QC does not include cleanup, just review. Pricing includes items listed for standard paper only. If audio, video, xray, and other specifically defined items are required, they will need to be reviewed and priced separately
	Mixed sizes	\$0.052	\$0.057	\$0.061	\$0.066	\$0.055	\$0.060	\$0.064	\$0.070	\$0.055	\$0.060	\$0.064	\$0.070	27%	55%	Assumes Paper is in good condition. QC does not include cleanup, just review. Pricing includes items listed for standard paper only. If audio, video, xray, and other specifically defined items are required, they will need to be reviewed and priced separately
Paper Documents: (non-standard)									_					1	1	
	11" x 17" page	\$0.052	\$0.057	\$0.061	\$0.066	\$0.055	\$0.060	\$0.064	\$0.070	\$0.055	\$0.060	\$0.064	\$0.070	27%	55%	Assumes large format will be on average only 10% of the overall volume. Assumes paper in good condition.
	17" x 22" size drawing	\$1.302	\$1.941	\$3.168	\$4.320	\$1.305	\$1.944	\$3.171	\$4.323	\$1.305	\$1.944	\$3.171	\$4.323	27%	55%	Assumes large format will be on average only 10% of the overall volume. Assumes paper in good condition.
	22 x 34" size drawing	\$1.472	\$2.300	\$3.936	\$5.760	\$1.475	\$2.303	\$3.939	\$5.763	\$1.475	\$2.303	\$3.939	\$5.763	27%	55%	Assumes large format will be on average only 10% of the overall volume. Assumes paper in good condition.
	34 x 44" size drawing	\$1.828	\$3.157	\$4.800	\$7.392	\$1.885	\$3.160	\$4.803	\$7.395	\$1.885	\$3.160	\$4.803	\$7.395	27%	55%	Assumes large format will be on average only 10% of the overall volume. Assumes paper in good condition.
	Larger than 34" x 44" size	\$1.883	\$3.252	\$4.944	\$7.614	\$1.942	\$3.254	\$4.947	\$7.617	\$1.942	\$3.254	\$4.947	\$7.617	27%	55%	Assumes large format will be on average only 10% of the overall volume. Assumes paper in good condition.
	Mixed sizes	\$1.883	\$3.252	\$4.944	\$7.614	\$1.942	\$3.254	\$4.947	\$7.617	\$1.942	\$3.254	\$4.947	\$7.617	N/A	N/A	Assumes large format will be on average only 10% of the overall volume. Assumes paper in good condition.
Special Handling														1		
	Flat bed scanning	\$0.409	\$0.564	\$0.869	\$1.181	\$0.412	\$0.566	\$0.873	\$1.187	\$0.412	\$0.566	\$0.873	\$1.187	27%	55%	Assumes 1,999,999 images or less and standard paper only. Assumes paper in good condition
	Fragile document	\$0.409	\$0.564	\$0.869	\$1.181	\$0.412	\$0.566	\$0.873	\$1.187	\$0.412	\$0.566	\$0.873	\$1.187	27%	55%	Assumes paper is delicate and or in poor condition and needs special handling
	Auto. Image Enhancement	\$0.009	\$0.009	\$0.009	\$0.009	\$0.009	\$0.009	\$0.009	\$0.009	\$0.009	\$0.009	\$0.009	\$0.009	27%	55%	Assumes perform post virtual rescan (VRS) modifications which includes image orientation cleanup and blank page deletion.
	*Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	*Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Microfilm to digital			1			1								1		
	16 mm	\$0.008	\$0.008	\$0.011	\$0.050	\$0.012	\$0.012	\$0.014	\$0.057	N/A	N/A	N/A	N/A	27%	55%	Assuming 2000 images per roll and material in good condition
	35 mm	\$0.033	\$0.033	\$0.036	\$0.053	\$0.036	\$0.036	\$0.038	\$0.060	N/A	N/A	N/A	N/A	27%	55%	Assuming 750 images per roll and material in good condition
Microfiche to digital		\$0.031	\$0.031	\$0.035	\$0.117	\$0.044	\$0.044	\$0.048	\$0.133	N/A	N/A	N/A	N/A	27%	55%	Assuming jacketed 16 MM film, avg 70 images per fiche and material in good condition
Aperture Card to digital		\$0.256	\$0.256	\$0.927	\$1.125	\$0.259	\$0.259	\$0.930	\$1.275	N/A	N/A	N/A	N/A	27%	55%	Assuming non-hollerith and material in good condition
Digital to Microfilm 16mm 300DPI		\$0	1.022	Per imag	е											Assumes 215' roll, 5000 images per roll and material in good condition
Digital to Microfiche 16mm 300DPI		\$0	1.104	Per imag	е											

ATTACHMENT 11 PRICING DOCUMENT BPM004656 - DOCUMENT MANAGEMENT SERVICES On-Site Scanning Pricing Schedule

Offeror: Insert your company name here

Iron Mountain

In submitting the base scanning pricing in the cells below, submit for the categories applicable to you and assume a Quality Control (QC) review of 20% of the images. Pricing for a higher level of QC (50% and 100%) should be expressed as a percentage increase over the base. Customers using the contract, and requiring a different QC level than those provided here, can extrapolate the pricing for that level based on the provided pricing.

Base Price quotes are amount per image		Black a	nd White			Gray	scale			Co	lor		Quality	Control	
**On-Site Scanning is a requirement of an awarded contract for Section 3.1 Part One of the Scope of Work.	at 200 dpi	at 300 dpi	at 400 dpi	at 600 dpi	at 200 dpi	at 300 dpi	at 400 dpi	at 600 dpi	at 200 dpi	at 300 dpi	at 400 dpi	at 600 dpi	% increase over base for a 50% review	% increase over base for a 100% review	Assumptions
Paper Documents: (standard)															
Letter Size	\$0.068	\$0.074	\$0.086	\$0.093	\$0.071	\$0.078	\$0.090	\$0.099	\$0.071	\$0.078	\$0.090	\$0.099	27%	55%	
Legal Size	\$0.068	\$0.074	\$0.086	\$0.093	\$0.071	\$0.078	\$0.090	\$0.099	\$0.071	\$0.078	\$0.090	\$0.099	27%	55%	
Smaller than 8.5 x 11	\$0.068	\$0.074	\$0.086	\$0.093	\$0.071	\$0.078	\$0.090	\$0.099	\$0.071	\$0.078	\$0.090	\$0.099	27%	55%	
Mixed sizes	\$0.068	\$0.074	\$0.086	\$0.093	\$0.071	\$0.078	\$0.090	\$0.099	\$0.071	\$0.078	\$0.090	\$0.099	27%	55%	
Paper Documents: (non-standard)															
11" x 17" page	\$0.068	\$0.074	\$0.086	\$0.093	\$0.071	\$0.078	\$0.090	\$0.099	\$0.071	\$0.078	\$0.090	\$0.099	27%	55%	
17" x 22" size drawing	\$1.695	\$2.528	\$4.455	\$6.075	\$1.699	\$2.531	\$4.459	\$6.079	\$1.699	\$2.531	\$4.459	\$6.079	27%	55%	
22 x 34" size drawing	\$1.916	\$2.995	\$5.535	\$8.100	\$1.920	\$2.999	\$5.539	\$8.104	\$1.920	\$2.999	\$5.539	\$8.104	27%	55%	
34 x 44" size drawing	\$2.380	\$4.111	\$6.750	\$10.395	\$2.455	\$4.115	\$6.754	\$10.399	\$2.455	\$4.115	\$6.754	\$10.399	27%	55%	
Larger than 34" x 44" size	\$2.451	\$4.235	\$6.953	\$10.707	\$2.529	\$4.238	\$6.957	\$10.711	\$2.529	\$4.238	\$6.957	\$10.711	27%	55%	
Mixed sizes	\$2.451	\$4.235	\$6.953	\$10.707	\$2.529	\$4.238	\$6.957	\$10.711	\$2.529	\$4.238	\$6.957	\$10.711	N/A	N/A	
Special Handling															
Flat bed scanning	\$0.533	\$0.734	\$1.222	\$1.661	\$0.536	\$0.738	\$1.227	\$1.669	\$0.536	\$0.738	\$1.227	\$1.669	27%	55%	
Fragile document	\$0.533	\$0.734	\$1.222	\$1.661	\$0.536	\$0.738	\$1.227	\$1.669	\$0.536	\$0.738	\$1.227	\$1.669	27%	55%	
Auto. Image Enhancement	\$0.011	\$0.011	\$0.012	\$0.012	\$0.011	\$0.011	\$0.012	\$0.012	\$0.011	\$0.011	\$0.012	\$0.012	27%	55%	
*Other	N/A	N/A													
*Other	N/A	N/A													
Microfilm to digital															
16 mm	\$0.011	\$0.011	\$0.015	\$0.068	\$0.015	\$0.015	\$0.019	\$0.077	N/A	N/A	N/A	N/A	27%	55%	
35 mm	\$0.046	\$0.046	\$0.050	\$0.071	\$0.050	\$0.050	\$0.054	\$0.081	N/A	N/A	N/A	N/A	27%	55%	
Microfiche to digital	\$0.043	\$0.043	\$0.047	\$0.158	\$0.061	\$0.061	\$0.066	\$0.180	N/A	N/A	N/A	N/A	27%	55%	
Aperture Card to digital	\$0.360	\$0.360	\$1.299	\$1.519	\$0.358	\$0.358	\$1.303	\$1.720	N/A	N/A	N/A	N/A	27%	55%	
Digital to Microfilm 16mm 300DPI	\$0.	031	Per image	9											
Digital to Microfiche 16mm 300DPI	\$0.	140	Per image	•											

ATTACHMENT 11 PRICING DOCUMENT BPM004656 - DOCUMENT MANAGEMENT SERVICES Indexing Pricing Schedule

Select pricing option(s) from those available and as applicable to your proposal. Provide pricing for BOTH off-site and on-site in

the sections below. All set-up pricing should be incorporated into the pricing below.

Pricing for services provided Off-Site (Contractor location)

Offeror: Insert your company name here

Iron Mountain

Priced at \$/datafield for different QC levels

Priced per image

Priced at \$/keystroke for different QC levels

Priced at \$/datafield for different QC levels

at 25% QC at 50% QC at 100% QC

Manual Data Entry
Single Entry
Double Key Entry (single operator)
Double Key Entry (separate operators)

Contractor prepares; inserts

Automated Indexing
Using Customer-provided barcoded forms
Using barcoded separator sheets
Agency prepares; inserts

Database Import (Per Database, One Time Cost)

Zonal OCR (Optical Character Recognition)

Full Document OCR (Optical Character Recognition)

Zonal ICR (Intelligent Character Recognition)

i nocu at wi	cystrone for differen	III QO ICVCIS	
at 25% QC	at 50% QC	at 100% QC	Assumptions
\$0.007	\$0.022	\$0.037	Assuming indexing for regular paper only. Includes single pass for 25%, single pass key plus 100% QC for 100%.
		\$0.044	Assuming indexing for regular paper only. Includes double pass key plus 100% QC.
		\$0.044	Assuming indexing for regular paper only. Includes double pass key plus 100% QC.

- 1	90.000	ψ0.010	90.001	Assumes an average of 1 held, 10 characters. If indexing is required, mandar data only prices apply.						
	\$0.008	\$0.015	\$0.031	Assumes an average of 1 field, 10 characters. If indexing is required, manual data entry prices apply.						
[\$0.008	\$0.015	\$0.031	Assumes an average of 1 field, 10 characters. If indexing is required, manual data entry prices apply.						
	\$0.000	\$0.000		Loading the actual data will be included in the hourly rate to develop the solution. Each deal will need to be reviewed and if a database is required, it will need to be analyzed, scrubed and developed to fit the project needs which will be at an hourly rate						
	\$0.012	Priced at \$/datafie	eld	- 10 data fields per page						

Assumes an average of 1 field, 10 characters. If indexing is required, manual data entry prices apply.

\$0.012	Priced at \$/datafield	- 10 data fields per page - OCR call cost has been accounted for in the Full Document OCR - Base infrastructure is covered by platform / licensing pricing

- Only perform one OCR call per page and extract the data via zones in the Zonal ICR Step

Pricing for services provided On-Site (Customer location)

	Offeror: Insert	vour company	v name here	Iron Mountain
--	-----------------	--------------	-------------	---------------

Manual Data Entry
Single Entry
Double Key Entry (single operator)

Double Key Entry (single operator)

Double Key Entry (separate operators)

Automated Indexing

Using Customer-provided barcoded forms
Using barcoded separator sheets
Agency prepares; inserts
Contractor prepares; inserts

Database Import (Per Database, One Time Cost)

Zonal OCR (Optical Character Recognition)

Full Document OCR (Optical Character Recognition)

Zonal ICR (Intelligent Character Recognition)

at 25% QC	at 50% QC	at 100% QC	
\$0.009	\$0.029	\$0.053	Assuming indexing for regular paper only. Includes single pass for 25%, single pass key plus 100% QC for 100%
		\$0.062	Assuming indexing for regular paper only. Includes double pass key plus 100% QC
		\$0.062	Assuming indexing for regular paper only. Includes double pass key plus 100% QC

at 25% QC	at 50% QC	at 100% QC	
\$0.010	\$0.020	\$0.043	Assumes an average of 1 field, 10 characters. If indexing is required, manual data entry prices apply.
\$0.010	\$0.020	\$0.043	Assumes an average of 1 field, 10 characters. If indexing is required, manual data entry prices apply.
\$0.010	\$0.020	\$0.043	Assumes an average of 1 field, 10 characters. If indexing is required, manual data entry prices apply.
\$0.010	\$0.020	\$0.043	Assumes an average of 1 field, 10 characters. If indexing is required, manual data entry prices apply.
\$0.000	\$0.000		Loading the actual data will be included in the hourly rate to develop the solution. Each deal will need to be reviewed and if a database is required, it will need to be analyzed, scrubed and developed to fit the project needs which will be at an hourly rate

0.016		- 10 data fields per page - OCR call cost has been accounted for in the Full Document OCR - Base infrastructure is covered by platform / licensing pricing	
0.005			
	Priced per image	- Only perform one OCR call per page and extract the data via zones in the Zonal ICR Step	
		10 data fields per page	

0.016		- 10 data fields per page - OCR call cost has been accounted for in the Full Document OCR
	Priced at \$/datafield	- Base infrastructure is covered by platform / licensing pricing

ATTACHMENT 11 PRICING DOCUMENT BPM004656 - DOCUMENT MANAGEMENT SERVICES Output Pricing

Offeror: Insert your company name here

Iron Mountain

Select pricing option(s) from those available and as applicable to your proposal.

Items To create a custom-export filter for a customer's existing system	\$105.02	\$/hour
Compact Disc:		
Original	\$14.40	\$/disc
Duplicates – 1-5	\$14.40	\$/disc
Duplicates – 6 or more	\$14.40	\$/disc
DVD:		_
Original	\$24.00	\$/DVD
Duplicates – 1-5	\$24.00	\$/DVD
Duplicates – 6 or more	\$24.00	\$/DVD
Blu-ray Disc:		_
Original	\$24.00	\$/Blu-ray
Duplicates – 1-5	\$24.00	\$/Blu-ray
Duplicates – 6 or more	\$24.00	\$/Blu-ray
*Other Output Media: (describe)		UOM
	\$240.00	Each
Encrypted USB	\$240.00	Each
Encrypted Hard Drive	PRICING	UNIT
	PRICING	UNIT
	PRICING	UNIT

^{*} Optional pricing will not be included as a factor in price evaluation.

ATTACHMENT 11 PRICING DOCUMENT BPM004656 - DOCUMENT MANAGEMENT SERVICES Platform and Licensing Pricing

Offeror: Insert your company name here

Iron Mountain

Provide pricing for items as applicable to your proposal. Describe related items you are submitting for consideration by the State with their pricing. Describe each as a separate item, with its pricing and unit of measurement. Use as many lines as needed.

Item #	Description	Pricing		UOM	Assumptions
1	Unlimited Cloud Storage	\$0.12		GB Per Month	
2	License Type - subscription (per user)	\$426.24	Cost per	Per user per year	All work is performed using an Agile Methodology wherein scope may be modified by the Customer project owner with the provison that if the changes in scope necessitate a Change Order for additional delivery time and expense, it will be agreed to.All work is performed in four phases: 1) Mobilization/Discovery, 2) Release Fulfillment, 3) Roll Out, 4) Hypercare Customer Responsibilities: 1) Customer will provide a "Product Owner" and Project Manager for each engagement who will attend daily scrum meetings and weekly status meetings 2) Customer will make available subject matter experts, user leads and test leads as needed
3	License Type - perpetual (per user)	N/A	Cost per	N/A	
4	Platform (unlimited users)	Unlimited users above 300 end users for each agency	Cost per	Per Agency	All work is performed using an Agile Methodology wherein scope may be modified by the Customer project owner with the provison that if the changes in scope necessitate a Change Order for additional delivery time and expense, it will be agreed to.All work is performed in four phases: 1) Mobilization/Discovery, 2) Release Fulfillment, 3) Roll Out, 4) Hypercare Customer Responsibilities: 1) Customer will provide a "Product Owner" and Project Manager for each engagement who will attend daily scrum meetings and weekly status meetings 2) Customer will make available subject matter experts, user leads and test leads as needed
5	Add-ons or Modules	\$7,680.00	Cost per	Module	
6	Reports	\$7,200.00	Cost per	per report	
7	Professional Services (list type)	\$192.00	Cost per	per hour	Pricing is Time and Expense based with a floor of \$200/hour. All Professional Services work is estimated based on contiguous, 8 hour days of work. All work is performed remotely.

ATTACHMENT 11 PRICING DOCUMENT BPM004656 - DOCUMENT MANAGEMENT SERVICES Offeror Options*

Offeror: Insert your company name here Iron Mountain

Describe any options you are submitting for consideration by the State with their pricing. Describe each as a separate item, with its pricing and unit of measurement. Use as many lines as needed.*

Item #	1# Description		Pricing UOM		Definition
1	Software Engineer	\$105.0200	Cost per	Hour	Overall responsibility is to deliver projects successfully on or ahead of schedule and on or under budget, ensure customer and team satisfaction, and to gain follow-on project at existing customers. Essential duties and responsibilities include: - Design, develop and implement key components of customized web-based applications and programs in 3GL, 4 GL, and graphical development environments on time - Installs, configure, tune and test web-centric package applications on a variety of platforms to meet project performance standards
2	Imaging Production Specialist I	\$33.840	Cost per	Hour	Perform document preparation and scanning tasks. These tasks are performed within all DMS Imaging Centers. This role is vital in initiating the imaging process and obtaining our conversionobjectives. - Sorting and/or preparing hard copy records for scanning – document preparation - Scan hardcopy files to electronic images. Assuring a quality image - Follow production procedures and completing internal documentation & tracking - Adhere to Imaging Center guidelines of maintaining clean work environment - Other duties, as specified by Supervisor/Manager
3	Imaging Production Specialist II	\$36.810	Cost per	Hour	Perform scanning, auditing, QC functions, packaging of product, data entry and CD burning. Act a resource for questions, assist in the training of new Specialists. - Scan hardcopy files to electronic images, assuring a quality image. Burn project CDs - Perform some basic quality control auditing functions - Prepare product for delivery and assure all projected documentation is complete - Prepare hard copy records for scanning
4	Document Reassembly - Simple	\$0.003	Cost per	Image	Includes simple document reassembly services in which scanned documents will be placed back in the original file folder without applying any fasteners.
5	Document Reassembly - Full	\$0.032	Cost per	Image	Includes full document reassembly services which requires restoration of the converted documents back to their "as received" state.
6	Document Reassembly - Partial	\$0.013	Cost per	Image	Includes partial document reassembly services which consists of one or more actions of restoring converted documents to any state short of the "as received state" and greater than simply placing them into the original file folders.
7	Document Reassembly - Simple (Large Format)	\$0.038	Cost per	Image	Includes simple document reassembly services in which scanned documents will be placed back in the original file folder without applying any fasteners.
8	Document Reassembly - Partial (Large Format)	\$0.082	Cost per	Image	Includes partial document reassembly services which consists of one or more actions of restoring converted documents to any state short of the "as received state" and greater than simply placing them into the original file folders.
9	Document Reassembly - Full (Large Format)	\$0.209	Cost per	Image	Includes full document reassembly services which requires restoration of the converted documents back to their "as received" state.
10	Document Classification - Standard 2-5 Doc Types	\$0.003	Cost per	Image	Includes additional services for Standard Scanning of separation within files at a document level in which each file contains two to five different document types that will be separated by Iron Mountain prior to scanning.
11	Document Classification - Standard 6-10 Doc Types	\$0.006	Cost per	Image	Includes additional services for Standard Scanning of separation within files at a document level in which each file contains six to ten different document types that will be separated by Iron Mountain prior to scanning.
12	Document Classification - Standard 11-25 Doc Types	\$0.011	Cost per	Image	Includes additional services for Standard Scanning of separation within files at a document level in which each file contains eleven to twenty-five different document types that will be separated by Iron Mountain prior to scanning.
13	Document Classification - Flatbed 2-5 Doc Types	\$0.012	Cost per	Image	Includes additional services for Flatbed Scanning of separation within files at a document level in which each file contains two to five different document types that will be separated by Iron Mountain prior to scanning.
14	Document Classification - Flatbed 6-10 Doc Types	\$0.029	Cost per	Image	Includes additional services for Flatbed Scanning of separation within files at a document level in which each file contains six to ten different document types that will be separated by Iron Mountain prior to scanning.
15	Document Classification - Flatbed 11-25 Doc Types	\$0.053	Cost per	Image	Includes additional services for Flatbed Scanning of separation within files at a document level in which each file contains eleven to twenty-five different document types that will be separated by Iron Mountain prior to scanning.
16	Indexing Flatbed	\$0.009	Cost per	Image	Includes data entry validation and verification servies for Flatbed Scanning to create necessary metadata fields to support standard search functionality to access the documents.
17	Indexing Wide Format	\$0.008	Cost per	Image	Includes data entry validation and verification services for wide format scanning to create necessary metadata fields to support standard search functionality to access the documents.
18	Aperture Cards Hollerith	\$0.008	Cost per	Image	Price for aperture card scanning of Hollerith Punch Code cards. Features black & white scanning, a scan resolution of 300 dpi, multipage TIFF or PDF image output, automatic crop, descew and image enhancement. Indexing captured from Hollerith Punch Code or Header information only. Quality assurance is offered at 100% validation.
19	16mm Duplicate - Diazo	\$8.989	Cost per	Roll	Price for duplication of 16mm Diazo - 100' Microfilm.
20	16mm Duplicate - Silver Halide	\$39.808	Cost per	Roll	Price for duplication of 16mm Silver Halide - 100' Microfilm.
21	35mm Duplicate - Diazo	\$12.259	Cost per	Roll	Price for duplication of 35mm Diazo - 100' Microfilm.
22	35mm Duplicate - Silver Halide	\$46.013	Cost per	Roll	Price for duplication of 35mm Silver Halide - 100' Microfilm.
23	Imaging Production Supervisor	\$57.060	Cost per	Hour	Oversee the day-to-day projects and personnel within the Imaging Center. Interface and communicate daily with customers (internal/external), resolve issues, plan and staff for projects, adhere to department standards, monitor timelines and results. Provide daily direction to employees in order to accomplish projects. Manage project timelines, quality and outcome of Customers orders. Lead, mentor, cross train and provide accountable standards and measures to the department employees. - Perform time studies for Sales/Account Management - Research and resolve customer issues, modify work procedures as needed to meet customer demand - Manage HR related itlems: scheduling vacation, managing timecards, assist in performance reviews, assist in hiring and termination processes - Assist in the invoicing process

^{*} Offeror Options will not be included as a factor in price evaluation.

Evaluation

Discussion with staff who participated in the digitizing process and review of companies, Iron Mountain, Inc. was determined to be the most qualified company. Moving forward with the process it was determined that a small part of the process is not covered under the Arizona State Contract CTR063770. Community Development is requesting that Iron Mountain, Inc. be named single source for the transporting, packing personnel, and destruction of the records. Iron Mountain Inc. will be in possession of all records, this will ensure the chain of custody is consistent with Arizona State Statutes requirements. Having a single point contact in digitizing of as much as over 2 million pieces of paper, will also ensure less confusion throughout the process.

Conclusion

It is the determination of the Community Development Director that Iron Mountain, Inc. possesses the unique experience and expertise to be considered a sole source procurement. Approving a contract with Iron Mountain, Inc. for transportation, packing personnel, and destruction services with the digitizing services process is in the best interest of Gila County for a transparent public process.

ARF-8598

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Eric Mariscal, Director

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Elections

Fiscal Year: 2024-2025 Budgeted?: Yes

Contract Dates 04-18-24 to 04-17-25 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 081723-Election Services and Maintenance Service with Elections Systems & Software

Background Information

On October 3, 2023, the Board of Supervisors approved Professional Services Contract No. 081723 with Elections Systems & Software for election service and maintenance for the period beginning April 18, 2023, through April 17, 2024, with 3 one-year renewal options. The original contract was executed for a not to exceed without-written authorization amount of \$52,520.66.

Elections Systems & Software partners with the Department of Homeland Security and is certified by the U.S. Election Assistance Commission. Elections Systems & Software is the provider of our existing equipment. Ongoing maintenance and service are necessary to remain in compliance with relevant regulations.

Evaluation

Amendment No. 1 to Professional Services Contract No. 081723 extends the term of the contract for an additional one-year term, from April 28, 2024, through April 17, 2025. The agreement includes scheduled maintenance of the equipment for optimal performance. A typical invoice is attached to the agenda item.

Conclusion

The Gila County Elections Department Director wishes to execute Amendment No. 1 to Professional Services Contract No. 081723- *Election Services and Maintenance Service* to extend the term of the contract for an additional year, from April 18, 2024, through April 17, 2025, for a total contract amount not to exceed \$52,520.66.

Recommendation

The Gila County Elections Department Director recommends the approval of Amendment No. 1 to Professional Services Contract No. 081723 with Elections Systems & Software to extend the term of the contract for an additional year, from April 18, 2024, through April 17, 2025, for a total contract amount not to exceed \$52,520.66.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 081723 with Elections Systems & Software in the amount of \$52,520.66, which extends the term of the contract for one additional year, from April 18, 2024, through April 17, 2025. (Eric Mariscal)

Attachments

Amendment No. 1 to Professional Services Contract No. 081723

Professional Services Contract No. 081723

Invoice CD2058095-Election System & Service



AMENDMENT NO. 1 TO CONTRACT 081723

The following amendments are hereby incorporated into the contract documents for the below stated project:

ELECTION SERVICES AND MAINTENANCE SERVICE

ELECTION SYSTEMS & SOFTWARE

Effective October 3, 2023, Gila County and Elections Systems & Software entered into a contract whereby Elections Systems & Software agreed to provide Election Service and Maintenance Service.

Contract No. 081723 will expire on April 17, 2024. Article 15- Term, Gila County shall have the option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 1 to Contract 081723 will will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from April 18, 2024, to April 17, 2025, for a contract amount of not to exceed Fifty-Two Thousand Five Hundred dollars and 66/100's (\$52,520.66) without prior written approval from the County

The Contractor will continue to bill for services pursuant to Article 16-Payment/Billing of the original contract, but in no event shall charges for the April 18, 2024 to April 17, 2025 term exceed \$52,520.66 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the April 18, 2024, to April 17, 2025 renewal period.

IN WITNESS WHEREOF, three (3) ide	intical counterparts of this contract, each	of which shall include original
signatures, and for all purposes shall	be deemed an original thereof, have been	en duly executed by the parties
hereinabove named, on this	day of	, 2024.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT 081723

GILA COUNTY BOARD OF SUPERVISORS:	ELECTION SYSTEMS & SOFTWARE:
Stephen Christensen, Chairman, Board of Supervisors	Authorized Signature
ATTEST:	Print Name
James Menlove, Clerk of the Board of Supervisors	
APPROVED AS TO FORM:	
The Gila County Attorney's Office	

PROFESSIONAL SERVICES CONTRACT NO. 081723 ELECTION SERVICES AND MAINTENANCE SERVICE

ELECTIONS OFFICE

THIS AGREEMENT, made and entered into this _____ day of ______, 2023, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and __Elections Systems & Software ____, of the City of __Omaha ___, State of Nebraska, 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 **Elections Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract No. 081723** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract No. 081723** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract No. 081723**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

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

Combined Single Limit (CSL)

\$1,000,000

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

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

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000 Annual Aggregate \$2,000,000

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

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

All certificates required by this Contract shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or email to bhurst@gilacountyaz.gov.

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: WARRANTY: Contractor warrants that services will be provided in a manner consistent with the Professional Standard of Care

ARTICLE 7 – CERTIFICATION OF NO FORCED LABOR: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

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- 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 11 – 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 12 – 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 13 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by 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 14 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 15– TERM: The term of the agreement shall commence on the date it is signed by the Board of Supervisors and continue in full force and effect for a period of one year from that date, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the option, to renew the agreement for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$52,520.66 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Professional Services Contract No. 081723 has been duly executed by the parties hereinabove named, on the date and year first above written.

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS Woody Cline, Chairman, Board of Supervisors	ELECTIONS SYSTEMS & SOFTWARE Contractor Signature
ATTECT	Jared Plath Print Name BreAnnah Newman
James Menlove, Clerk of the Board	Witness (If Contractor is Individual)
APPROVED AS TO FORM: Gila County Attorney's Office	

Attachment A



Election Systems & Software 6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683



Invoice Invoice Date 4/18/23 Order Date 4/18/23

4/18/23 Customer Number 37103 Customer's PO No Terms of Payment 30 Days Net Order Number 153442 ORIGINAL Invoice Number CD2058095 Election Date

Page 1 (2)

Invoice Address
GILA COUNTY, ARIZONA
GILA COUNTY FINANCE DEPARTMENT
1400 E ASH ST
GLOBE AZ 85501-1483

Delivery Address
Gila County, Arizona
Elections Department
5515 S Apache Ave Ste 900
Globe, AZ 85501-1483

Invoice for Service Contract: 3006, DS850(1);ExpVote(30);EP(42);EW(2);CP(1), Gila County, Arizona

Sales

Sales	•						
Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
1	HMA - DS850 Extended Warranty with Annual Maintenance 01-APR-23 to 31-MAR-24	1.00	EA	4,194.750	0.00	0.00	4,194.75
2	HMA - ExpressVote BMD Extended Warranty with Annual Maintenance 01-APR-23 to 31-MAR-24	30.00	EA	126.000	0.00	0.00	3,780.00
3	CentralPoint Software License Renewal License Fee 01-APR-23 to 31-MAR-24	1.00	EA	4,068.750	0.00	6.60	4,068.75
4	Electionware PYO Standard - Renewal License Fee 01-APR-23 to 31-MAR-24	1.00	EA	28,444.500	0.00	6.60	28,444.50
5	ExpressPoll Software License and Maintenance and Support Fee 01-APR-23 to 31-MAR-24	10.00	EA	107.625	0.00	6.60	1,076.25
6	ExpressPoll Software License and Maintenance and Support Fee 01-APR-23 to 31-MAR-24	32.00	EA	103.950	0.00	6.60	3,326.40
7	Firmware License - DS850 01-APR-23 to 31-MAR-24	1.00	EA	1,653.750	0.00	6.60	1,653.75
8	Firmware License - ExpressVote BMD 01-APR-23 to 31-MAR-24	30.00	EA	68.250	0.00	6.60	2,047.50
9	Electionware Additional Synthesized Audio - Renewal License Fee 01-APR-23 to 31-MAR-24	1.00	EA	1,170.750	0.00	6.60	1,170.75

Sub Total Amount 49,762.65



Election Systems & Software 6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683



Invoice

Invoice Date 4/18/23 **Order Date** 4/18/23 **Customer Number**

37103 Customer's PO No **Terms of Payment** 30 Days Net

Order Number 153442

ORIGINAL Invoice Number CD2058095

Election Date

Page 2(2)

Total Exclusive Tax

Description

State County

Total Tax Invoice Amount 49,762.65

Tax Amount 2,340.12

417.89 2,758.01

52,520.66

Customer Number 37103

Invoice Number CD2058095

INVOICE AMOUNT 52,520.66

Election Systems & Software ABA Routing No: 071000039 Account No: 5800923558

Attachment A



Election Systems & Software 6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683



Invoice Invoice Date 4/18/23 Order Date 4/18/23 Customer Number 37103

Customer's PO No

Terms of Payment 30 Days Net Order Number 153442 ORIGINAL Invoice Number CD2058095 Election Date

Page 1 (2)

Invoice Address
GILA COUNTY, ARIZONA
GILA COUNTY FINANCE DEPARTMENT
1400 E ASH ST
GLOBE AZ 85501-1483

Delivery Address
Gila County, Arizona
Elections Department
5515 S Apache Ave Ste 900
Globe, AZ 85501-1483

Invoice for Service Contract: 3006, DS850(1);ExpVote(30);EP(42);EW(2);CP(1), Gila County, Arizona

Sales

Sales	5						
Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
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3	CentralPoint Software License Renewal License Fee 01-APR-23 to 31-MAR-24	1.00	EA	4,068.750	0.00	6.60	4,068.75
4	Electionware PYO Standard - Renewal License Fee 01-APR-23 to 31-MAR-24	1.00	EA	28,444.500	0.00	6.60	28,444.50
5	ExpressPoll Software License and Maintenance and Support Fee 01-APR-23 to 31-MAR-24	10.00	EA	107.625	0.00	6.60	1,076.25
6	ExpressPoll Software License and Maintenance and Support Fee 01-APR-23 to 31-MAR-24	32.00	EA	103.950	0.00	6.60	3,326.40
7	Firmware License - DS850 01-APR-23 to 31-MAR-24	1.00	EA	1,653.750	0.00	6.60	1,653.75
8	Firmware License - ExpressVote BMD 01-APR-23 to 31-MAR-24	30.00	EA	68.250	0.00	6.60	2,047.50
9	Electionware Additional Synthesized Audio - Renewal License Fee 01-APR-23 to 31-MAR-24	1.00	EA	1,170.750	0.00	6.60	1,170.75

Sub Total Amount 49,762.65



Election Systems & Software 6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683



Invoice Date

100 Invoice Date
4/18/23
Order Date
4/18/23
Customer Number

37103 Customer's PO No Terms of Payment 30 Days Net Order Number 153442 ORIGINAL Invoice Number CD2058095 Election Date

Page 2 (2)

Total Exclusive Tax

Description

State

County

Tax Amount 2,340.12 417.89 **2,758.01**

49,762.65

Total Tax Invoice Amount

52,520.66

Customer Number 37103

Invoice Number CD2058095 INVOICE AMOUNT 52,520.66

Election Systems & Software ABA Routing No: 071000039 Account No: 5800923558

ARF-8599

Regular Agenda Item 2. E.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Alex Kendrick, Civil Engineer

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works Division: Engineering

Information

Request/Subject

Adopt Resolution No. 24-03-01 to accept drainage easements from property owners in Walnut Springs Subdivision West of Highway 188 in unincorporated Tonto Basin.

Background Information

The work for this improvement project will be performed along Walnut Springs Blvd. at Walnut Canyon just south of Four Peaks Road. The work consists of removing the existing 5 36-inch pipes and constructing a new 2-barrel, 10-foot by 6-foot reinforced concrete box culvert. The work also includes grading, paving, placing riprap, seeding and other incidental work as shown on the project plans and as described in the Special Provisions.

Evaluation

To facilitate the removal of the existing 5 36-inch pipes and construction of a new 2-barrel, 10-foot by 6-foot reinforced concrete box culvert, as well as provide future maintenance of the road and culverts, Gila County needs drainage easements from the property owners adjacent to the project.

Conclusion

Adjacent owners have been contacted and have agreed to grant drainage easements to Gila County.

Recommendation

It is the recommendation of the Public Works Department Director and the County Engineer that Gila County accept drainage easements from the adjacent property owners.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 24-03-01 accepting two drainage easements: one from Dean A. and Ruth A. Jasinski, and one from Steven Gladhill. (Alexander Kendrick)

Attachments

Resolution No. 24-03-01

Grant of Easement from Jasinski to Gila County

Grant of Easement from Steven Gladhill to Gila County



RESOLUTION NO. 24-03-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING GRANTS OF EASEMENTS FROM DEAN A. JASINSKI AND RUTH A. JASINSKI, (AS SHOWN ON EXHIBIT "A") FOR A PORTION OF ASSESSOR'S PARCEL NUMBER (APN) 201-21-005C, GILA COUNTY RECORDS; AND STEVEN GLADHILL, (AS SHOWN ON EXHIBIT "A") FOR A PORTION OF APN 201-21-061, GILA COUNTY RECORDS, TO BE **ESTABLISHED** AS **DRAINAGE EASEMENTS** AND ITS TO **AUTHORIZING CHAIRMAN EXECUTE** THE DOCUMENTS ON BEHALF OF GILA COUNTY.

WHEREAS, Dean A. Jasinski and Ruth A. Jasinski, dated November 13, 2023; and Steven Gladhill, dated August 22, 2023, have agreed to grant Gila County drainage easements; and

WHEREAS, the Board of Supervisors finds that the public interest will be served by the acceptance of the foregoing drainage easements upon the terms and conditions set forth therein;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that drainage easements from Dean A. Jasinski and Ruth A. Jasinski, (as shown on exhibit "A") for a portion of APN 201-21-005C, Gila County Records; and Steven Gladhill, (as shown on exhibit "A") for a portion of APN 201-21-061, Gila County Records, be accepted by Gila County.

The Grant of Easements and legal descriptions are attached and will be recorded as separate documents.

PASSED AND ADOPTED this 5th day of March 2024, at Globe, Gila County, Arizona

Attest:	GILA COUNTY BOARD OF SUPERVISORS			
James Menlove, Clerk of the Board	Stephen Christensen, Chairman			
Approved as to form:				
The Gila County Attorney's Office	_			

Resolution 24-03-01 Page 1 of 8

When recorded return to:

Gila County Engineering Services 745 N. Rose Mofford Way Globe, Arizona 85501

GRANT OF EASEMENT

Drainage Easement

DEAN A. JASINSKI and RUTH A. JASINSKI, husband and wife

the GRANTORS do hereby convey to

GILA COUNTY, a BODY POLITIC. the GRANTEE

A Drainage Easement, over across, under and through for the purpose of construction and maintenance of drainage features over the following described property situate in Gila County. State of Arizona. and legally described as follows:

See Exhibit "A" attached and made part hereof

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

Dated this 13 day of November 2023

n A. Jaskinski Ruth A. Jasinsk

Resolution 24-03-01 Page 2 of 8

STATE OF ARIZONA)
COUNTY OF GILA) NOVELOGO ACKNOWLEDGMENT
On this day of Aulember, 2023, before me, the undersigned Notary Public, personally appeared Dean A. Jasinski known to me to be the persons who executed the foregoing instrument and acknowledged the same to be his free act and deed.
WITNESS my hand and official seal. Admiller
My Commission Expires: Notary Public
SYDNEY WILL/AMS Notary Public - Arizona Navajo County Commission # 641614 My Commission Expires January 31, 2027
STATE OF ARIZONA)
) ss. COUNTY OF GILA) (Vale) D
ACKNOWLEDGMENT
On this S day of NWember, 2023, before me, the undersigned Notary Public, Ruth A. Jasinski, known to me to be the person who executed the foregoing instrument and acknowledged the same to be her free act and deed.
WITNESS my hand and official seal.
My Commission Expires: Notary Public
SYDNEY WILLIAMS Notary Public - Arizona Navajo County

EXHIBIT "A" LEGAL DESCRIPTION DRAINAGE EASEMENT (PORTION OF APN 201-21-005C)

A PORTION OF LOT 5, "AMENDED MAP OF WALNUT SPRINGS SUBDIVISION" RECORDED AS PLAT 696, 696A AND 696B LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5 FROM WHICH THE SOUTHWEST CORNER OF LOT 4 BEARS SOUTH 24°16'20" EAST, A DISTANCE OF 225.33 FEET;

THENCE ALONG THE WEST LINE OF SAID LOT 5, SOUTH 24°16'20" EAST, A DISTANCE OF 37.16 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID WEST LINE, NORTH 83°56'11" EAST, A DISTANCE OF 80.01 FEET;

THENCE SOUTH 35°16'33" EAST, A DISTANCE OF 36.67 FEET;

THENCE SOUTH 54°54'17" WEST, A DISTANCE OF 69.23 FEET;

THENCE SOUTH 05°38'35" WEST, A DISTANCE OF 30.08 FEET TO SAID WEST LINE:

THENCE ALONG SAID WEST LINE, NORTH 24°16'20" WEST, A DISTANCE OF 100.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,645 SQUARE FEET OR 0.107 ACRES, MORE OR LESS.

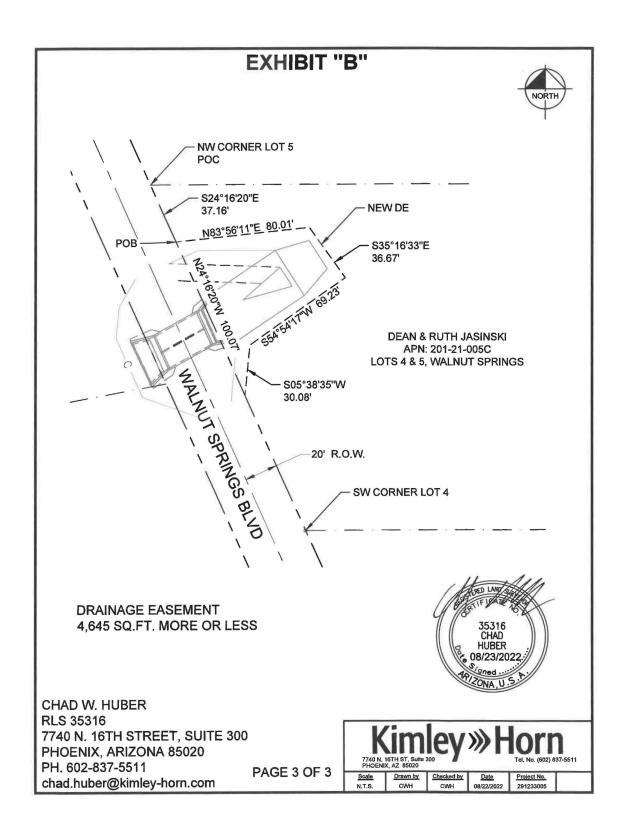


CHAD W. HUBER
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PH. 602-837-5511
chad,huber@kimley-horn.com

PAGE 2 OF 3



Resolution 24-03-01 Page 4 of 8



Resolution 24-03-01 Page 5 of 8

When recorded return to:

Gila County Public Works Dept. 745 N. Rose Mofford Way Globe, Arizona 85501

GRANT OF EASEMENT

Drainage Easement

STEVEN GLADHILL, an unmarried man

the GRANTOR does hereby convey to

GILA COUNTY, a BODY POLITIC, the GRANTEE

A Drainage Easement, over, across, under and through for the purpose of construction and maintenance of drainage features over the following described property situate in Gila County, State of Arizona, and legally described as follows:

See Exhibits "A" and "B" attached and made part hereof

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

Dated this 22 day of avoist 2023

Steven Gladhill

STATE OF Arizona

ACKNOWLEDGMENT

On this 22 day of 1000 day, 2023, before me, the undersigned Notary Public, personally appeared Steven Gladhill, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

Wotary Public

My Commission Expires: Oct 31 /2026

ELISABETH MINKER
COMMISSION # 638203
NOTARY PUBLIC - STATE OF ARIZONA
COCONINO COUNTY
My commission expires Oct. 31, 2026.

Page 1 of 3

Resolution 24-03-01 Page **6** of 8

EXHIBIT "A" LEGAL DESCRIPTION DRAINAGE EASEMENT (PORTION OF APN 201-21-061)

A PORTION OF LOT 61, "AMENDED MAP OF WALNUT SPRINGS SUBDIVISION" RECORDED AS PLAT 696, 696A AND 696B LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE SOUTH LINE OF SAID LOT 61, SOUTH 79°23'20" WEST, A DISTANCE OF 20.58 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 24°16'20" WEST, A DISTANCE OF 59.51 FEET;

THENCE NORTH 65°43'40" EAST, A DISTANCE OF 20.00 FEET TO SAID EAST LINE;

THENCE ALONG SAID EAST LINE, SOUTH 24°16'20" EAST, A DISTANCE OF 64.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,239 SQUARE FEET OR 0.028 ACRES, MORE OR LESS.

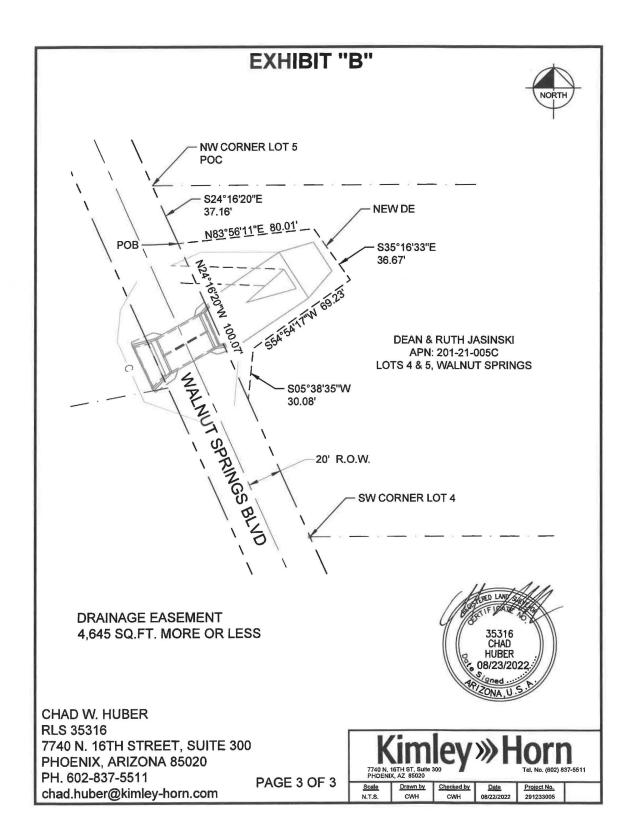


CHAD W. HUBER RLS 35316 7740 N. 16TH STREET, SUITE 300 PHOENIX, ARIZONA 85020 PH. 602-837-5511 chad.huber@kimley-horn.com

PAGE 2 OF 3



Resolution 24-03-01 Page 7 of 8



Resolution 24-03-01 Page 8 of 8

When recorded return to:

Gila County Engineering Services 745 N. Rose Mofford Way Globe, Arizona 85501

GRANT OF EASEMENT

Drainage Easement

DEAN A. JASINSKI and RUTH A. JASINSKI, husband and wife

the GRANTORS do hereby convey to

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See Exhibit "A" attached and made part hereof

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

Dated this 13 day of November 2023

Dean A. Jaskinski Ruth A. Jasins

STATE OF ARIZONA)						
COUNTY OF GILA) NOTE: ACKNOWLEDGMENT						
On this day of <u>Nuember</u> , 2023, before me, the undersigned Notary Public, personally appeared Dean A. Jasinski known to me to be the persons who executed the foregoing instrument and acknowledged the same to be his free act and deed.						
WITNESS my hand and official seal. My Commission Expires: Notary Public						
My Commission Expires: Notary Public						
SYDNEY WILL AMS Notary Public - Arizona Navajo County Commission # 641614 My Commission Expires January 31, 2027						
STATE OF ARIZONA)						
) ss. COUNTY OF GILA) Valajo ACKNOWLEDGMENT						
On this day of \(\text{NOWLEDGMEN I} \) On this day of \(\text{NOWLEDGMEN I} \) A. Jasinski, known to me to be the person who executed the foregoing instrument and acknowledged the same to be her free act and deed.						
WITNESS my hand and official seal.						
My Commission Expires: Notary Public						
SYDNEY WILLIAMS Notary Public - Arizona Navajo County Countssion # 641614 Counts of Factors January 31, 2027						

EXHIBIT "A" LEGAL DESCRIPTION DRAINAGE EASEMENT (PORTION OF APN 201-21-005C)

A PORTION OF LOT 5, "AMENDED MAP OF WALNUT SPRINGS SUBDIVISION" RECORDED AS PLAT 696, 696A AND 696B LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 54°54'17" WEST, A DISTANCE OF 69.23 FEET;

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CONTAINING 4,645 SQUARE FEET OR 0.107 ACRES, MORE OR LESS.



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PAGE 2 OF 3



N/A

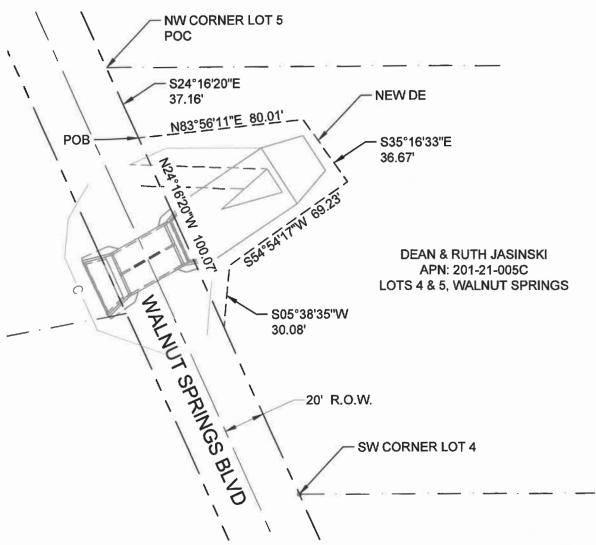
CWH

ClWH

<u>Date</u> <u>Project No.</u> 8/22/2022 291233005

EXHIBIT "B"





DRAINAGE EASEMENT 4,645 SQ.FT. MORE OR LESS



CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

PAGE 3 OF 3



PHOENIX	C, AZ 85020				
Scale	Drawn by	Checked by	<u>Date</u>	Project No.	
N.T.S.	CWH	CWH	08/22/2022	291233005	

When recorded return to:

Gila County Public Works Dept. 745 N. Rose Mofford Way Globe, Arizona 85501

GRANT OF EASEMENT

Drainage Easement

STEVEN GLADHILL, an unmarried man

the GRANTOR does hereby convey to

GILA COUNTY, a BODY POLITIC, the GRANTEE

A Drainage Easement, over, across, under and through for the purpose of construction and maintenance of drainage features over the following described property situate in Gila County, State of Arizona, and legally described as follows:

See Exhibits "A" and "B" attached and made part hereof

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

Dated this \$22 day of aways

Steven Gladhill

STATE OF Arizona

COUNTY OF Coconino

ACKNOWLEDGMENT

On this 22 day of 109081, 2023, before me, the undersigned Notary Public, personally appeared Steven Gladhill, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: Oct 31 /2026

EXHIBIT "A" LEGAL DESCRIPTION DRAINAGE EASEMENT (PORTION OF APN 201-21-061)

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THENCE LEAVING SAID SOUTH LINE, NORTH 24°16'20" WEST, A DISTANCE OF 59.51 FEET;

THENCE NORTH 65°43'40" EAST, A DISTANCE OF 20.00 FEET TO SAID EAST LINE:

THENCE ALONG SAID EAST LINE, SOUTH 24°16'20" EAST, A DISTANCE OF 64.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,239 SQUARE FEET OR 0.028 ACRES, MORE OR LESS.



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PAGE 2 OF 3



Scale N/A vn by Che

<u>Date</u> 08/22/2022

291233005

EXHIBIT "B"



FOUR PEAKS ROAD

KELLY KENFIELD &
GARY GLADHILL
APN: 201-21-061
LOT 61, WALNUT SPRINGS

N65°43'40"E -20.00'

NEW DE -

N24°16'20"W -59.51'

> SE CORNER LOT 61 POB

DRAINAGE EASEMENT 1,239 SQ.FT. MORE OR LESS

CHAD W. HUBER RLS 35316 7740 N. 16TH STREET, SUITE 300 PHOENIX, ARIZONA 85020

PH. 602-837-5511

chad.huber@kimley-horn.com

PAGE 3 OF 3



Scale N.T.S.

S79°23'20"W 20.58'

CWH

Checked by CWH <u>Date</u> 08/22/2022 Project No. 291233005

ARF-8593

Regular Agenda Item 2. F.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Homero Vela, Director

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Public Works

<u>Fiscal Year:</u> 2024 <u>Budgeted?:</u> Yes

Contract Dates 09-05-24 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Contract Award in response to Invitation for Bids No. 112023- *Walnut Springs Blvd. Culvert Replacement*.

Background Information

On January 2, 2024, the Board of Supervisors authorized the advertisement of Invitation for Bids (IFB) No. 112023-Walnut Springs Blvd. Walnut Canyon Culvert Replacement Project. The IFB was advertised in the Payson Roundup newspaper on January 9, 2024, and January 16, 2024. The bids were due on February 1, 2024 at 3:00 PM. There were five responses.

Evaluation

Sealed bids were accepted at the Gila County Finance Department through 3:00 PM on February 1, 2024. There were five competitive bids received in response to Invitation for Bids (IFB) No. 112023. The bids were opened at 3:00 P.M. on February 1, 20,24 and evaluated in accordance with A.R.S. 41-2533, Competitive Bidding.

HT4 met all bid specifications and offered a low bid price of \$384,093.84.

Conclusion

Of the five bids received, HT4 was the lowest bid while remaining within the scope of the engineer's estimate. There were no red flags from Engineering on their submittal, and the unit price costs align relatively close to the state's estimates for each line item. Based on all this information, staff feels that HT4 is the best choice for the County on this project.

Recommendation

It is the recommendation of the Gila County Public Works Department Director to award the contract to HT4 in the amount of \$384,093.84.

Suggested Motion

Information/Discussion/Action to review the bids submitted for Invitation for Bids No. 112023 - *Walnut Springs Blvd. Culvert*Replacement; award to the lowest, most responsive, responsible, and qualified bidder; and authorize the Chairman's signature on the award contract. (Alexander Kendrick)

<u>Attachments</u>

Invitation for Bids No. 112023 with Award Contract

As Read Bid Results

Arrow Indian Contractors-Sealed Bid

Falcone Brothers & Associates, Inc.-Sealed Bid

J. Banicki Construction, Inc.-Sealed Bid

Meridian Engineering Company-Sealed Bid

Addendum 1

Addendum 2

Addendum 3

GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD. CULVERT REPLACEMENT

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS

Steve Christensen, Chairman

Woody Cline, Vice Chairman

Tim R. Humphrey, Member

COUNTY MANAGER

James Menlove

GILA COUNTY

NOTICE OF INVITATION FOR SEALED BIDS NO. 112023

WALNUT SPRINGS BLVD CULVERT REPLACEMENT

Notice is hereby given that Gila County is requesting bids from qualified Contractors to construct a new 2-barrel, reinforced concrete box culvert in Punkin Center, AZ according to the specifications and plans.

SUBMITTAL DUE DATE:

3:00 P.M., M.S.T., Thursday, February 1, 2024

RETURN BID TO:

GILA COUNTY

FINANCE DEPARTMENT

1400 EAST ASH STREET

GLOBE, ARIZONA 85501

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

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

All bids shall be made on the request for sealed bids forms included in this IFB No. 112023 package and shall include all applicable taxes.

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

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

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

Dates advertised in the Payson Roundup: January 9, 2024, and January 16, 2024

Signed:		Date://
	Steve Christensen, Chairman of the Board	
Signed:	The Property of the Association	Date:/
	The Gila County Attorney's Office	

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INTENT

REQUEST FOR BID FOR: The proposed work is located in the unincorporated community of Punkin Center in the western part of Gila County. The work for this improvement project will be performed along Walnut Springs Blvd. at Walnut Canyon just south of Four Peaks Rd. The work consists of removing existing 5 each 36-inch pipes and constructing a new 2-barrel, 10-foot by 6-foot reinforced concrete box culvert. The work also includes grading, paving, placing riprap, seeding and other incidental work as shown on the project plans (see APPENDIX A) and as described in the Special Provisions.

Gila County is issuing this Invitation for Bids (IFB) seeking bids from qualified, Arizona licensed firms (Vendors) interested in providing construction of a new concrete box culvert in the community of Punkin Center, Arizona.

DEFINITION: Bidding Documents include the Call for Bids, Instructions to Bidders, Bid Schedule, other sample bidding and contract forms, and proposed Bidding Documents including any Addenda issued prior to receipt of bids.

Definitions are generally set forth in the "Contract and General Conditions Between Owner and Contractor", and are applicable to these bidding documents. Additionally, wherever the word "Owner" is used, it shall mean the Gila County Board of Supervisors. The "Project Supervisor" shall mean the County's project management. Wherever the word Engineer, or Prime Consultant is used, it shall mean the Prime Consultant for the Gila County Walnut Springs Blvd Culvert Replacement, located in Gila County. Wherever the word "Bidder" is used in the Contract Documents, it shall mean each or any of the persons, partnerships, or corporations making proposals for the performance of the work covered by these specifications.

SITE DESCRIPTION

The Gila County project of Walnut Springs Blvd. is located in the community of Punkin Center, Arizona (aka Tonto Basin). It is one block west of State Route 188 just south of Four Peaks Road. Walnut Springs Blvd. is impassable where the culverts washed out.

INVESTIGATION OF CONDITIONS AND ACKNOWLEDGEMENT LETTER

Before bidding, Bidder shall examine the site and fully determine the conditions under which he will operate in performing the work under this contract. No allowance will be made subsequently for his failure to do so. He shall satisfy himself as to the nature and location of the work and the general and local conditions. He shall gain full knowledge as to transportation, disposal, handling and storage of materials, availability of water, electric power, and all other facilities in the area which will have bearing on the performance of his work and the contract for which he submits his proposal. The Contractor shall have knowledge of area soil conditions and lithology.

Any failure by the Bidder to acquaint himself with all available information shall not relieve him from any responsibility for performing his work properly.

No additional compensation shall be allowed for conditions allegedly increasing the Bidder's cost which were not known to, or appreciated by, him when submitting his proposal.

<u>COMPLETION TIME AND LIQUIDATED DAMAGES</u>: The Contractor shall note that the Work must be completed within ninety (90) calendar days from date of "Notice to Proceed" for the project. Contractor, in figuring his bid, shall anticipate required rain days for each month, and include them in his bid. Contractor will be given extra contract time only for rain days above and beyond estimated amount of rain days. Provided, always, however, the Contractor shall at the time of such delay, if any, request of Owner in writing such additional time in which to complete the performance of this contract.

It is the Bidder's responsibility to review the number of calendar days listed to complete this Work. If the Bidder believes that the number of days listed is not sufficient, you must notify the Purchasing Agent in writing, ten (10) days prior to Bid Opening, of the number of <u>additional</u> days your company would require to complete the Work. Any and all requests will be reviewed by the County. If the County determines that additional days should be allowed, an addendum will be issued stating the new number of calendar days required to complete the Work.

Arizona Contractor's License: Contractor must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona State Registrar of Contractors. The Contractor shall also be responsible for complying with the provisions of A.R.S. 32-1121 et seq., and all applicable federal, state, and local licensing laws.

GENERAL REQUIREMENTS

The Contractor shall perform complete services as described in this contract. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the county's schedules and instructions, and all applicable laws and regulations.

The Contractor shall meet all standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files. This contract will be using AIA documents for all submittals and change orders.

FIRE PROTECTION DURING CONSTRUCTION: Provide adequate fire extinguishers on the premises during the course of construction, of the type and sizes recommended by the NFPA to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, as defined in applicable federal, state, and local laws, no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.

SAFETY: Gila County assumes no responsibility for injuries or damages suffered by Contractor, its officers, agents, or employees, while engaged in the performance of this Contract. Contractor agrees to take reasonable measures to provide for the safety and security of its own workforce, and for the safety and security of all others present at the work sites while engaged in the performance of this Contract. The contractor shall ensure that employees are supplied and use proper personal safety equipment (i.e., reflective vests, hardhats, eye protection, proper hearing protection, gloves, and safety boots) and follow safe work procedures, which protect contractor employees and citizens in the vicinity of the job site. The contractor shall establish a safety zone

around the work area and establish a safety system to prevent worker injuries. The contractor shall assume any liability for any injury incurred by contractor personnel while working on site. Daily, the contractor shall install warning markers and other devices to prevent injuries to vehicles, pedestrians, and others who may be on site.

These Construction Documents, and the construction hereby contemplated are to be governed, at all time, by applicable provisions of the Federal, State and local laws, including without limitations the latest amendments to the following:

Williams-Steiger Occupational Safety 7 Health Act of 1970;

Part 1901 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations; and

Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

Contractor will abide by their Health and Safety Plan, which will be reviewed by the County Engineer, and made available upon request by Owner, any and all Base Line Medical studies and surveillance on employees who work on the site.

MANAGEMENT & SUPERVISION

Supervision: The Contractor shall designate a representative, who will be always responsible for on-site supervision of the Contractor's workforce. This supervisor shall be the focal point for the Contractor and shall be the point of contact with Gila County personnel.

Quality Control: The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site and will conduct a final walk-through with Gila County representatives at the completion of the project on or before ninety days (90) after the Notice to Proceed.

Notification Of Noncompliance: The Project Supervisor will promptly notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to promptly comply, the Project Supervisor may issue an order stopping all or part of the work until satisfactory corrective action is taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for excess costs or damages. Failure to recognize and correct non-compliant work/materials in a timely manner (3-5 days) will also be considered grounds for termination.

Removal Or Unacceptable and Unauthorized Work: All work which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the work, shall be remedied or removed immediately and replaced in an acceptable manner.

Default and Termination of Contract: The Contractor shall be considered in default of his contract and such default will be considered as cause for Gila County to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the contract; or

- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the County consider the Contractor in default of the contract for any reason herein before, the Contractor shall immediately be given written notice as to the reasons for considering the Contractor in default and the County's intentions to terminate the contract.

If the Contractor, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the County will, upon written notification from the Project Supervisor of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor.

The County may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of the Project Supervisor will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the County, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due to the Contractor. If such expense exceeds the sum that would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of such excess.

INSTRUCTIONS TO BIDDERS

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

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Bid

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

Addendum

Any addendum issued as a result of any change in this request for sealed bid must be acknowledged by all Contractors in the following manner:

- 1. Completion of the bidder checklist & addenda acknowledgment form.
- 2. Copies of all addenda must be attached to the submittal.

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

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, bhurst@gilacountygz.gov

Any questions related to this request for bid must be directed to Betty Hurst, Procurement at bhust@gilacountyaz.gov. Procurement requires all questions be submitted in writing. Any correspondence related to a request for bids should refer to the appropriate request for bids number, page, and paragraph number.

However, the Contractor(s) must not place the request for bid number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official request for bid due date and time. Questions received after 3:00 P.M., Wednesday January 24, 2024, will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on the notice for sealed bid will be returned unopened. Late bids shall not be considered. Any Contractor submitting a late bid shall be so notified.

Submittal Bid Format:

It is required that <u>Three copies (3 TOTAL)</u> with original signatures on each (3) of the bid and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Spiral bound bids are not permitted.

Failure to include all required documents, all with original signatures, may invalidate the bid.

- 1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

- 2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of bids.
- The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the bid deadline.

The Bid shall be submitted in a sealed envelope, three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED BID" with Bid Title "Walnut Springs Blvd Culvert Replacement", Bid No., "112023", Date "February 1, 2024", and time "3:00 P.M." of bid opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound bids are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

- The Gila County Board of Supervisors reserves the right to award any bid by individual line item, by group
 of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and
 most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the IFB, the county reserves the right to:
 - 1. Waive any immaterial defects or informalities; or
 - 2. Reject any or all bids; or portions thereof; or
 - 3. Reissue a request for bid.
- 2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s).
- Further, the County reserves the right to reject the bid of any Contractor(s) who has previously failed to
 perform adequately after having once been awarded a prior bid for furnishing and installing materials
 similar in nature or providing similar services.
- 4. All submitted forms provided in this request for bid will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
- 5. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e., by submitting bids to this solicitation requiring sealed bids, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained in this solicitation.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the request for bid issued by the county and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code.

Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Cancellation of County Contracts

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

Termination of Contract

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

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

- In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions
 or services and specifications required in the contract.
- 2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
- 3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
- 4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds.

No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss

or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

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

Subsequent to the initial review, all remaining bids shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may 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

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)

Disease - Policy Limit

\$1,000,000

\$500,000

- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION:</u> Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The insurance certificates shall come directly from the Insurance Agency to the County, not the contractor.

All certificates and endorsements are to be received and approved by the County before work commences.

Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

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

- F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insured under its policies or Contractor shall furnish to the county separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for bids to enter into a contract with a qualified Contractor to provide construction of a new cell at Russell Gulch Landfill and to demolish and carry off debris of three structures.

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

SECTION 1.0

General Purpose

- 1.1 All bids must represent the entire package. Partial awards will not be made unless otherwise stated in the bid specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the bid. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its bid submission to assure the following requirements are met.
 - 1.3.1 Three (3) copies, total of three (3), all with original signatures, shall be submitted at time of bid opening.
 - 1.3.2 Bid Schedule
 - 1.3.3 Qualification and Certification
 - 1.3.4 No Collusion Certification
 - 1.3.5 List of References
 - 1.3.6 Certification of Debarment
 - 1.3.7 Intentions Concerning Subcontracting
 - 1.3.8 Legal Arizona Workers Act Compliance
 - 1.3.9 Israel Boycott Certification

- 1.3.10 Certification of No Forced Labor
- 1.3.11 Surety Bid Bond
- 1.3.12 Checklist & Addenda Acknowledgment
- 1.3.13 Offer Page
- 1.3.14 Contract Performance Warranty

SECTION 2.0

Bid Pricing & Term

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect until the completion of the required work on or before ninety days (90) of Notice to Proceed.

BID SCHEDULE

Unit prices shall include all labor and materials (including all applicable taxes and fees) necessary for a complete and secure final product unless otherwise noted on the Drawings or in these Specifications. Quantities listed for bid schedule items may be either increased, decreased, or deleted at the unit prices shown.

BASE BID SCHEDULE:

IFB 112023/WALNUT SPRINGS BLVD CULVERT REPLACEMENT

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANITITY	UNIT PRICE	AMOUNT
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YO.	220	12.50	2,750.0
2020041	REMOVAL OF PIPE	LFT.	230		20,010.00
2030501	STRUCTURAL EXCAVATION	CU.YD.	280		37,800.
2030508	STRUCTURE BACKFILL	CU.YD.		284,00	18,744.0
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	187	22,00	4,114,00
3030022	AGGREGATE BASE, CLASS 2 - 6 INCH DEPTH	CU.YD.	31	200.00	6,200.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) - 2.5 INCH DEPTH	TON	26	210.00	5,460.00
6010002	STRUCTURAL CONCRETE (CLASS S) (FC = 3,000)	CU.YD.	99	1,300.00	
6050002	REINFORCING STEEL	LB.	13,932	1	25,7741.
7010005	MAINTENANCE AND PROTECTION OF TRAFFIC	L_SUM	1	1,000.00	4000.00
7030082	OBJECT MARKER (M-23) (TYPE 2)	EACH	4	450.00	1,800.00
7320090	ELECTRICAL CONDUIT (4") (PVC)	LFT.	50	23.00	1,150.00
3010001	MOBILIZATION	L.SUM	1	15,000.00	15,000.00
9130007	RIPRAP (DUMPED) (D50 = 0.75', T = 1.5')	CU.YD.			36,576,0
240010	FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS)	L.SUM			\$ 5,000.00
250001	CONSTRUCTION SURVEYING AND LAYOUT /	L.SUM	3	10,000.00	10,000.0
	UTILITY RELOCATION	EACH	3	0	Ó
400001	OWNERS CONTINGENCY			64	,015.64%
	WALNUT SPRINGS	TOTAL:		10	4.093.8

Bid Items excluded:	,	
Tod & Schlesener	2-1-24	
Signature	Date	
OWNER		
Title	Corporate Seal	
HT4		
Company	Attest	

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QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 112023 WALNUT SPRINGS BLVD. CULVERT REPLACEMENT

The	applicant submitting this bid warrants the following:		
1.	Name, Address, and Telephone Number of Principal Contractor:		
	Rod Schlesener OBA HTY		
	P.O. BC+ 552 SAFFORD, AZ 85548		
	928-322-4447		
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract?		
	YesNo. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.		
3.	Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.		
4.	Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)?YesNo. If "Yes" give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.		
5.	Current (ROC) Contractor Business Arizona License Number: 3/9426 KA		
	(If Applicable)		
	Clod & Schlesener		
	Signature of Authorized Representative		
	Rod E Schlesener		
	Printed Name		
	OWNER		
	Title		

CERTIFYING THAT THERE WAS NO COLLUSION

IN BIDDING FOR CONTRACT

STATE OF ARIZONA)	
) ss	
COUNTY OF GILA)	
(Name of Individual)	Rod E Schlesener	
being first duly sworn, de	eposes and says:	
That he or she is	auner	
	(Title)	
Of	HT4	and
	(Name of Business)	
That he or she is	submitting a bid on Walnut Springs Blvd. Culvert Replacement IFB NO. 1	12023 and,
That pursuant to	Section 112 (C) of Title 23 USC, he or she certifies as follows:	
That neither he or she no	or anyone associated with the said (Name of Business)	
Rodney Esd	hlesener	
has, directly, or indirectly	y, entered into any agreement, participated in any collusion, or otherw competitive bidding in connection with the above-mentioned service.	rise taken any
Name of Business	s_HTU	
By Rodne	y E Schlesener	
	ner 2.11 s	
Subscribed and sv	worn to before me this 26th day of Sanuary 2024	20 23
E King	My Commission expires:	
Notary Public	ELIZABETH KUENY Notary Public - Artzona Graham County My Commission Expires September 13, 2026 Commission # 636271	

LIST OF REFERENCES

On separate pages, the Bidder is required to submit a minimum of three (3) references for similar work completed in the last three (3) years. Each reference must contain the following:

- 1. Name, address, and telephone number of contracting agency or company, and the contact person who may be contacted for verification of all data submitted.
- 2. Narrative summary of the specific services performed and the results of such services.
- 3. Site Location
- 4. Names of key personnel
- 5. Dates of the services / contract
- 6. Total funding of specific project / contract
- 7. Names, addresses, and telephone numbers of all major subcontractors used
- 8. Start and completion dates of work performed



Picacho Concrete Structures LLC

4619 E. Pinto Dr. Eloy, AZ 85131 520-466-3709 Office www.picachoconcrete.com

Scope of Work:

Picacho Concrete Structures LLC is a licensed general contractor, founded in 2009, providing structural concrete construction for both public and private entities in the state of Arizona.

We specialize in:

- cast-in-place concrete box culverts
- headwalls
- retaining walls
- embankment curb
- catch basins
- barrier and more

Our management team has more than 50 years of combined structural concrete experience. In order to better serve our clients, we became ADOT DBE Certified in 2018.

Recent Projects:

11/2022 to present

ADOT, Owner

Black Canyon City, AZ

Fann Contracting Inc., General Contractor

I-17: Anthem Way to SR 69

- \$2,246,130 contracted
- 3,272 cubic yards of concrete
- 26 box culvert extensions, 23 headwalls, 31,000 LF of embankment curb, 5 USBR impact basins, 567 LF of spillway and various inlets and outlets

9/2023 to 10/2023

ADOT, Owner

Show Low, AZ

US 60: FH 300 Apache Sitgreaves-40th St

Sunland Asphalt & Construction LLC, General Contractor

SR 260: US 60-Knottingham Ln

- \$55,221 contracted
- 5,281 LF of embankment curb, 2 headwalls

6/2023 to 8/2023

Central Line Solar LLC, Owner

Eloy, AZ

AES Central and West Line Solar

Central Line Solar LLC, Owne

Sunland Asphalt & Construction LLC, General Contractor

- \$250,403 contracted
 - 2,535 LF of concrete cut off wall

11/2022 to 12/2022

City of Phoenix, Owner

Phoenix, AZ

Dreamy Draw Headwalls

- \$21,175 contracted
- 2 headwalls

10/2022 to 11/2022

Continental 624 Fund LLC, Owner

Queen Creek, AZ

Avanterra at Queen Creek

- \$186,384 contracted
- One new box culvert

Blucor Contracting Inc., General Contractor

Garney Companies Inc., General Contractor

Other highlighted projects:

4/2022 to 9/2022

RLI Homes, Owner

Casa Grande, AZ

Blucor Contracting Inc., General Contractor

Ghost Hollow Estates

- \$470,252 contracted
- 3 new box culverts, 1 box culvert extension

4/2020 to 9/2021

Federal Highways Administration, Owner

Near Fisher's Landing, AZ

AZ FLAP 439(1) & 202(1)

InterMountain West Civil Constructors Inc., General Contractor

Martinez Lake Rd & Red Cloud Mine Rd

- \$1,885,691 contracted
- 2,227 cubic yards of concrete
- Five new box culverts, 16 cattle guards

5/2021 to 7/2021

City of Phoenix, Owner

Phoenix, AZ

South Mountain Park Preserve Intersection Improvements

Talis Construction Corporation, General Contractor

- \$351,881 contracted
- 2 new box culverts

References:

CKC Construction and Materials LLC

Brian Cluff, Owner

brian@ckcconstruction.com

Justin Cluff, Owner

justin@ckcconstruction.com

1234 E Airport Road

Safford, AZ 85546

928-428-3423

Ammex Rebar Placers, Inc.

Oscar Garcia, President

Kathy Sheller, Contracts

ammexrebarplacers@cox.net

PO Box 2105

Scottsdale, AZ 85252

480-941-3004

480-970-6740 Fax

Hatch Construction & Paving, Inc.

Lynn Hatch, Project Manager

lynn.hatch@yahoo.com

Tammi Smith, Business Manager

tammi@hcp-inc.com

PO Box 127

Taylor, AZ 85939

928-536-7213

928-536-4147 Fax

Blucor Contracting, Inc.

Tono Bluth, Project Supervisor

tono@blucor.com

Javier Carreon, Superintendent

Javier@blucor.com

21738 E Orion Way

Queen Creek, AZ 85142

480-595-8073

480-575-0814 Fax

Sunland Asphalt & Construction LLC

Taylor Miers, Project Manager

tmiers@sunlandasphalt.com

3030E 7th St

Phoenix, AZ 85040

480-601-1357

InterMountain West Civil Constructors Inc

Reese Randall, President

rrandall@imwcc.net

PO Box 4444

Scottsdale, AZ 85261

928-970-0192

Fann Contracting, Inc.

David Gregson, Director of Project Management

dgregson@fanncontracting.com

PO Box 4356

Prescott, AZ 86302

928-778-0170

928-778-5591 Fax

Jan. 29, 2024

List of work completed by **Rod (Boomer) Schlesener DBA HT4**. Attached is work completed by my sub-contractor, Picacho Concrete Structures.

City of Safford, AZ

Contact: Ruben Mata

Phone: (928)965-6146

Dates: From 1998 - 2014

All phases of civil construction

City of Clifton, AZ

Contact: Bowman Eng. Group

Phone: (928)428-3898

Date: 2021

Scott Meredith

Retaining wall

ADOT

Contact: Atone

Phone: (520)203-4894

Date: 2017

Clearing Job

City of Showlow, AZ

Contact: Shane Hemesath

Phone: (928)532-4090

Date: 2023

Conduit Job

City of Globe, AZ

Contact: Kenny Beckett

Phone: (928)961-2819

Date: 2023

Water Lines

ADOT

Contact: Randy

Phone:(505)240-1183

Date: 2017

Rock Containment

HT4

License # 319426

Phone (928)322-4447

PO Box552

Safford, AZ 85548

11/25/2023

This is a list of my job history back to 2003. Each job was estimated and supervised by me. JOB NAME East Gold Gate

City of Kingman

Type of Work: Mass excavation of a retention pond

Linden Trails

Private Sub-Division (Showlow)

Type of Work: Earthwork, pipe, laying gravel, paving

Fort Grant

Type of Work: Built two miles of road, put in culverts, headwalls and graveled the road

Cottage St

Type of Work: Earthwork, curbs, lime stabilization, paving

Barney Lane

Type of Work: Earthwork, culverts, graveled the road length, of two miles

Bonita Creek

Type of Work: Rock excavation, earthwork, culverts, pipe work. Length of 1.5 miles

Edison Ave

Type of work: Excavation, curbs, lime stabilization, laying gravel, paving

Bank St

Type of Work: New sewer line, water, manholes, paving

Trunk Creek

City of Showlow

Type of Work: 18" Sewer line

Austin Blvd

Type of Work: Earthwork, lime stabilization, curb, gravel, paving

Laneside Drive

Type of Work: Widen ½ mile of road, earthwork, curb, sidewalk, retention pond,

pipe work, pulverize asphalt, paving gravel, paving

Quail Trail

City of Quartzsite

Type of Work: New sewer lines and manholes

Miscellaneous Sewer

City of Quartzsite

Type of Work: New sewer lines with-in the city limits

Daily Estates

City of Thatcher

Type of Work: Earthwork, pulverize existing asphalt, new curbs, lay gravel, paving

Railroad Ave.

City of Willcox

Type of Work: Earthwork, new curbs, lime stabilization, pulverize existing asphalt, lay gravel, paving

Jessie St.

City of Willcox

Type of Work: Earthwork, new curbs, lime stabilization, pulverize existing asphalt, lay gravel, paving

Avrovos Sub-Division

(Private) Quartzsite

Type of Work: Earthwork, house pads, water, sewer, curbs, sidewalks, lay gravel, paving

Louise St.

City of Kingman

Type of Work: Mass excavation of retention pond, curb, sidewalk, paving, pipe work, headwalls, riprap

Southern Ave.

City of Kingman

Type of Work: New sewer, raise existing manholes, place new concrete collars around manholes

ADEM Project

La-Paz County

(Flood Damage)

Type of Work: Earthwork, rip rap, sidewalks, paving

Airport Authority

City of Kingman

Type of Work: Earthwork, pulverize road, water line, gravel, paving, signs, striping

Improvement District

City of Kingman

Type of Work: Major earthwork, curb, sidewalk, new sewer, water, conduit, gravel, paving

Unisource Waterline

Tucson Elec

Type of Work: New water line at power plant, Mohave County

10 Million Gallon Water Tank

City of Safford

Type of Work: Re-do earthwork around tank, new gravel, and asphalt

Bakerville Water line

Az. Wt. Bisbee, AZ

Type of Work: New water lines

Oliver St.

Az. Wt. Bisbee, AZ

Type of Work: New water lines

30th Terrace

Az. Wt. Bisbee, AZ

Type of Work: New water lines

Bowers St.

Az. Wt. Bisbee, AZ

Type of Work: New water lines

Shared use paths

City of Safford

Type off Work: Earthwork, gravel, paving

Water Line

Huachuca City

Type of Work: New water line

Ocotillo St

Az. Wt. City of Bisbee

Type of Work: New water lines

14th Ave. Sewer repair

City of Safford

Type of Work: Remove and replace sewer lines

Sidewalk Project

City of Safford

Type of Work: Earthwork, sidewalk, curbs

El Dorado Water Line

Lake Havasu

Type of work: New 20th water line (3 miles), gravel, paving, asphalt removal, concrete work

Rip Rap Job

Lake Havasu

Type of Work: Making and placing rip-rap along residential streets for erosion control

Solomon Water Lines

City of Safford

Type of Work: Replaced all the water lines in Solomon

Sewer Re-hab

City of Winslow

Type of Work: Replaced existing manholes with new ones by re-routing the sewage

Water Lines

Az Water City of Bisbee

Type of Work: Replaced old water lines with new

ADOT Intersection

ADOT City of Bullhead

Type of Work: Re-worked three intersections with new curbs, sidewalks, asphalt, traffic signal lights

ADOT Cattle Guards

ADOT

Type of Work: Putting in new cattle guards at Hoover Dam

New Box Culverts

ADOT City of Showlow

Type of Work: Put in two double barrel box culverts for the city of Showlow, curbs, sidewalk,

Railing, gravel, asphalt, signs, gabion, baskets, seeding

Water Service Lines

Az Water Pinetop, AZ

Type of Work: Put in new service lines

Water Service Line

Az Water Heber, AZ

Type of Work: Put in new service lines

North Park

Lake Havasu

Type of Work: New Ball park, earthwork, signs

Vanderslice Rd

Mohave County

Type of Work: Earthwork, pipe, lime stabilization, paving (two miles)

Desert Hills

Private Work (Safford)

Type of Work: New water lines, sewer, curbs, paving, house pads, gravel

Mesa Vista

Private Work (Safford)

Type of Work: Earthwork, water lines, sewer lines, curbs, house pads, gravel, paving,

underground conduit

Water lines

Lake Havasu

Type of Work: New water lines in different areas of the city

Double D Ranch

(Private) Safford, AZ

Type of Work: Earthwork, concrete, gravel, paving

Comfort Inn

Safford

Type of Work: Earthwork, curb, sidewalk, gravel, paving

Tierra Bonita Sub-Division

(Private) Safford

Type of Work: Earthwork, new water, sewer, conduit, gravel, paving, house pads

Saguaro Estates

City of Yuma

Type of Work: Earthwork, pulverize existing asphalt, paving

Annual Sewer Rehab

City of Showlow

Type of Work: Remove and replace existing sewer lines

Walgreens

City of Safford

Type of Work: Curb, sidewalk, earthwork, striping, signs

Norton Road

City of Safford

Type of Work: New water line

ADOT Clearing Job

ADOT

Type of Work: Clearing work done between Tucson and Nogales, AZ totaling 500 plus acres

Retention Pond

Az Water Casa Grande

Type of Work: Mass evacuation of a retention pond

ADOT Rock Containment

ADOT above Strawberry, AZ

Type of Work: Rock containment on slopes with a hoe ram to keep it from falling into roadway

Globe Water Line

Globe, AZ

Type of Work: Put in new water lines

Showlow Conduit

Showlow, AZ

Type of Work: Install Electrical conduit

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

Rod	E Schlesener	OWNER	
Typed Name and	Title of Authorized Representative		
12a.	2 Schlesener		
Signature of Auth	orized Representative		
	l am unable to c	ertify the above statements. My explan	nation is attached

INTENTIONS CONCERNING SUBCONTRACTING

For the use of the Owner in determining competence and capability of those who will work on the Owner's project, the Bidder is required to submit with his bid a list naming the subcontractors who will be used in the performance of the work. This list shall be filled out and enclosed in an opaque sealed envelope bearing the title, "List of Subcontractors," and the name of the Bidder.

The Bidder will be required to establish to the satisfaction of the Owner and Engineer, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents. Persons or entities proposed by the Bidder and to whom the Owner and Engineer have made no reasonable objection must be used to perform the work for which they were proposed and shall not be changed except with the written consent of the Owner.

At the time of the submission of bids on Bid No. 112023 Walnut Springs Blvd Culvert Replacement, my intention concerning subcontracting a portion of the work is as indicated below.

YES, it is my intention to subcontract a portion of the work.

NO, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Rod E Schlesener

Had & Schlesen

Printed Name

OWNER

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Signature of Authorized Representative

Rod E Schlesener

Printed Name

OWNER

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 1-25-24

Old E Schlesen

Signature of Authorized Representative

Rod E Schlesener

Printed Name

Owner

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 1-25-21
Rol & Schlesoner
Signature of Authorized Representative
Rod 6 Schlesener
Printed Name
OWNER
Title

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KN	OW ALL MEN BY THESE PRESENTS, that we, the undersi	gned		
as F	Principal, hereinafter called the Principal, and			
а сс	orporation duly organized under the laws of the State of	t		
by t calle wor bind	the Director of the Department of Insurance, are held a ed the Obligee, in the sum of ten percent (10%) of the a k described below, for the payment of which sum well a	of authority to transact surety business in this State issue and firmly bound unto Gila County as Obligee, hereinafte amount bid, submitted by Principal to Gila County for the not truly to be made, the said Principal and the said Suret assors, and assigns, jointly and severally, firmly by these		
WH	EREAS, the Principal is herewith submitting its proposal	for:		
	BID NO. 112023 WALNUT SPRINGS	BLVD. CULVERT REPLACEMENT		
and such for t pros certi betw with full f liabil copie	NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.			
,,,,	ITNESS WHEREOF, we hereunto set our hands and seals			
Princ	ipal	Surety		
Ву		By Attorney-in-Fact		
Title		Address, Attorney-in-Fact Subscribed and sworn to before me this day of 20 My commission expires:		

BID BOND (Percentage)

	Bond Number: 72617036
KNOW ALL PERSONS BY THESE PRESENTS, That we Rodney B	Ellwood Schlesener dba HT4
	of
P. O. Box 552, Safford, AZ 85548	, hereinafter
referred to as the Principal, and Western Surety Company	1
as Surety, are held and firmly bound unto COUNTY OF GILA	
of 1400 E. ASH ST., GLOBE, AZ 85501 10.00% of the	,
hereinafter referred to as the Obligee, in the sum of Amount Bid	((
amount bid, for the payment of which we bind ourselves, our legal reand severally, firmly by these presents.	epresentatives, successors and assigns, jointly
WHEREAS, Principal has submitted or is about to submit a proposa	I to Obligee on a contract for
Walnut Springs Blvd Culvert Replacement	
NOW, THEREFORE, if the said contract be awarded to Principal at specified, enter into the contract in writing and give such bond or contract documents with surety acceptable to Obligee; or if Prindamages which Obligee may suffer by reason of such failure not obligation shall be void; otherwise to remain in full force and effect.	bonds as may be specified in the bidding or cipal shall fail to do so, pay to Obligee the
SIGNED, SEALED AND DATED this day of Feb	oruary 2024
By Olore CORPORATE	lwood Schlesener dba Ht4 (Principal) Ly Ellwood Schlesene (Seal) Surety Company (Surety)
By Elya	Sheron Kueny (Seal)

Attorney In Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

IOWE	N OF ATTORNET - CERTIFIED COLI
	Bond No. 72617036
	WESTERN SURETY COMPANY, a corporation duly organized and existing under the its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents Sharon Kueny
its true and lawful attorney(s)-in-fact, with fits behalf as Surety, bonds for:	all power and authority hereby conferred, to execute, acknowledge and deliver for and on
Principal: Rodney Ellwood Schl	esener dba Ht4
Obligee: County of Gila	
Amount: \$1,000,000.00	
corporate seal of the Company and duly attes fact may do within the above stated limitation Surety Company which remains in full force at "Section 7. All bonds, policies, undertak corporate name of the Company by the Presi other officers as the Board of Directors may a Treasurer may appoint Attorneys in Fact or a the Company. The corporate seal is not neces	It to the same extent as if such bonds were signed by the Vice President, sealed with the ted by its Secretary, hereby ratifying and confirming all that the said attorney(s)-incs. Said appointment is made under and by authority of the following bylaw of Western and effect. Secretary, Powers of Attorney or other obligations of the corporation shall be executed in the dent, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the gents who shall have authority to issue bonds, policies, or undertakings in the name of essary for the validity of any bonds, policies, undertakings, Powers of Attorney or other fany such officer and the corporate seal may be printed by facsimile."
under and by the authority of the following Redated the 27th day of April, 2022: "RESOLVED: That it is in the best interest."	digital signature and sealed by a digital or otherwise electronic-formatted corporate seal solution adopted by the Board of Directors of the Company by unanimous written consent est of the Company to periodically ratify and confirm any corporate documents signed by firm the use of a digital or otherwise electronic-formatted corporate seal, each to be ay."
	is not issued on or before midnight of May 1st, 2024 , all
authority conferred in this Power of Attorney s Ma. Withess Whereof, Western Surety Concorporate scal to be affixed this 1st	hall expire and terminate. upany has caused these presents to be signed by its Vice President, Larry Kasten, and its day ofFebruary,2024
	WESTERN SURETY COMPANY
STATE OF SOUTH DAKOTA SS	Larry Kasten, Vice President
Larry Kasten, who being to me duly sworn,	ruary , in the year 2024 , before me, a notary public, personally appeared acknowledged that he signed the above Power of Attorney as the aforesaid officer of edged said instrument to be the voluntary act and deed of said corporation.
S. GREEN NOTARY PUBLIC SEAL SOUTH DAKOTA	My Commission Expires February 12, 2027 Notary Public - South Dakota
I the undersigned officer of Western Sure attached Power of Attorney is in full force and as set forth in the Power of Attorney is now in	ty Company, a stock corporation of the State of South Dakota, do hereby certify that the effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company force.
In testimony whereof, I have hereunto set February 2024	my hand and seal of Western Surety Company this lst day of
,	WESTERN SURETY COMPANY

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage. Form F5306-5-2023

STATUTORY PERFORMANCE BOND (CPB-1) PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,		
	after ca	lled the Principal), as Principal,
and		
(hereinafter called Surety), a corporation duly organized and existing the la	ws of the	e State of
with its principal of		
holding a certificate of authority to transact surety business in Arizona issues. Surety, are held and firmly bound unto Gila County (hereinafter called AMOUNT) dollars (\$ said Principal and Surety bind themselves, and their heirs, administrator, exfirmly by these presents. WHEREAS, the Principal has agreed to enter into a certain consequence of the Surety referred extent as if copied at length herein. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCTIFIED IN 18 and any extension thereof, with or without notice to the Surety, and during and shall also perform and fulfill all the undertakings, covenants, terms, consequence of which the above obligation shall be void, otherwise to remain in full force and effect PROVIDED, HOWEVER, that this bond is executed pursuant to the Arizona Revised Statutes, and all liabilities on this bond shall be determined if and Article, so the extent as if they were copied at length herein. The prevailing party in a suit on this bond shall recover as a part of	ed by the Obline cecutors tract with d to another that it said corrections, amodificant; the provin according the distinct of the provin according the provint according the provint according the provint according to the obline the provint according to the provint accordi	ne Director of the Department of Insurance, as gee) in the amount of (100% OF CONTRACT), for the payment whereof, the successors, and assigns, jointly and severally, the the Obligee for: Bid No. 112023 WALNUT is made a part hereof as fully and to the same of the said Principal shall faithfully perform and attract during the original term of said contract of any guaranty required under the contract, and agreements of any and all duly authorized tions to the Surety being hereby waived; then sions of Title 34, Chapter 2, Article 2, of the lance with the provisions of said Title, Chapter
be fixed by a judge of the court. Witness our hands this day of		2023.
Principal Seal		
Surety Seal	-	Ву:
Agency of Record	Ву:	
Arizona Countersignature		Agency Address
Address	-	
Phone Number	-	

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,	········	W 0-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
(herei	nafter ca	lled the Principal), as Principal,
and		
(hereinafter called Surety), a corporation duly organized and existing the la	ws of th	e State of
with its principal	office in	the city of
holding a certificate of authority to transact surety business in Arizona iss Surety, are held and firmly bound unto Gila County (hereinafter called Amount) dollars (\$ Principal and Surety bind themselves, and their heirs, administrator, execute by these presents. WHEREAS, the Principal has agreed to enter into a certain constant as if copied at length herein. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUGARIANT IN THE CONDITION OF THE CONDITION OF THE CONDITION	ors, succentract with the distance of the life additions, modificated; the provint according to the contract of the contract o	bligee) in the amount of (100% of Contract), for the payment whereof, the said ressors, and assigns, jointly and severally, firmly the the Obligee for: Bid No. 112023 WALNUT demade a part hereof as fully and to the same of the said Principal shall faithfully perform and intract during the original term of said contract to of any guaranty required under the contract, and agreements of any and all duly authorized ations to the Surety being hereby waived; then issions of Title 34, Chapter 2, Article 2, of the dance with the provisions of said Title, Chapter
Witness our hands this day of	***************************************	, 2023 .
Principal Seal	······································	
Surety Seal		Ву:
Agency of Record	Ву:	
Arizona Countersignature	_	Agency Address
Address	_	
hone Number	-	
(Provided no more than ten (10) days afte	r notice (of Award)

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT		COMPLETED	AND EXECUTED	
BID SCHEDULE				
BIDDER QUALIFICATIONS				
NO COLLUSION FORM				
LIST OF REFERENCES			C	
DEBARMENT CERTIFICATION			<i>U</i>	
INTENTIONS IN SUBCONTRACTING (list in sealed envelope)			·····	
LEGAL ARIZONA WORKERS ACT COMPLIANCE				
ISRAEL BOYCOTT CERTIFICATION				
NO FORCED LABOR CERTIFICATION				
(SURETY) BID BOND			V	
CHECKLIST & ADDENDA ACKNOWLEDGMENT		c		
OFFER PAGE				
CONTRACT PERFORMANCE WARRANT	Υ		<u> </u>	

ACKNOWLEDGMENT OF RECEIPT OF ADDE	NDA:			
#1	#2	#3	#4	#5
Initials <u>2.5</u>	RS	15		<u></u>
Date /-/7-24	1-23-24	1-24-24		
Signed and dated this 25 day of TAN 20284				
Contractor: HT4				
By: Olal & Schlesener			quadrature.	

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 112023 Walnut Springs Blvd Culvert Replacement. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, Arizona on or before, Thursday, February 1, 2024, 3:00 P.M. M.S.T.

Walnut Springs Blvd Culvert Replacement 9





Emma Poeling

From: ht4boomer@yahoo.com **To:** bhurst@gilacountyaz.gov

Thu, Jan 11 at 11:17 AM

Betty,

What are we supposed to put on line for Bid Item 9400001, Owners Contingency? Or can you explain what it is so we can understand.

Thank you, Emma for Boomer of HT4





Hurst, Betty

From: bhurst@gilacountyaz.gov

To: Emma Poeling

Hi Emma,

You do not need to do or write anything on this line.

Betty Hurst
Purchasing and Contracts Manager
1400 E. Ash Street
Globe, AZ 85501
(928) 402-4355
bhurst@gilacountyaz.gov

THE REAL PROPERTY.

Thu, Jan 11 at 11:32 AM 🕇



INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #1: DATE: 01/17/24

CLARIFICATIONS:

Question: For the utility relocation, do we bid this item? **Answer: No, it will be done by the individual utilities.**

Question: The plans say done by others. If it is done by others, will it postpone the start of

construction?

Answer: No, all utilities will either already be moved before the Notice to proceed is issued or will come in after the work is done for final relocation after construction using the aspects of the project designed for the utilities.

Question: Does the county have a place for excess material, and a place for pipe removal?

Answer: Removal of material will need to be considered.

Question: Page 16, paragraph 1 "Purpose." Is the wrong project being referenced?

Answer: Correct, the wrong project got referenced, this is not for the new cell on the Russell Gulch landfill, but walnut springs culvert replacement. This apparently got missed in our review.

Question: Page 18, Bid Schedule. Utility Relocation, 3 each. Plan sheet 4 of 11 calls for the TDS Telecom line to be relocated by TDS Telecom, JW Waterline to be relocated by JW Water and the 2" APS line to be relocated by APS. Should the Utility Relocation line item be removed from the bid schedule?

Answer: See above.

INVITATION FOR BIDS NO. 112023 ADDENDUM #1



INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #2: DATE: 01/23/24

CLARIFICATIONS:

1. Question: Would a pre-cast box culvert to ADOT's new precast box culvert standard detail and specification that was published in May 2023, suffice to replace the ADOT cast-in-place box culvert that was specified?

Answer: The use of pre-cast box culverts will not be allowed. Box culverts shall be cast-in-place."



INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #3: DATE: 01/24 01/24/24

CLARIFICATIONS:

Question: RFQ Page No. 4-5, Task 1-Will the documents be provided in a digital format prior to the commencement of the Site Visits?

Answer: Contractor needs to request the specific documents to overlook. Time will be allotted for Gila County to provide documents. Site visit will take place at an agreed time after the documents have been reviewed by the contractor. need to be requested from Gila County and the documents will be provided before site visit.

Question: RFQ Page No. 5, Task 2- Are the Site Visits to be scheduled for two days per landfill, or is two days the total duration for both landfills?

Answer: One day per landfill will be scheduled.

Question: RFQ Page No. 6, Task 5- Will a virtual option suffice for on-demand training?

Answer: Yes

Question: Is there any construction water source identified by the County for this project?

Answer: No water source was identified in the design. Construction water will need to be considered in the Bid.

INVITATION FOR BIDS NO. 112023 ADDENDUM #3 Question: How should the owners' contingency be addressed on the bid schedule form?

Answer: This has already been addressed in Addendum #1. Contingency is based on a percentage of the overall bid, similar to ADOT projects of a similar size.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

Contractor Subn	nitting Bid:		For clarification of this offer, contact:
H 7 Company Name	-c/		Name: Ro E Schlesen
po-Box Address	552		Phone No.: 928-322-4447
SAFFOVE	A2	85548	Fax
City	State	Zip	Email: BOOMER HTYCONST & G Mail . COM
			Olal & Schlesene
			Signature of Authorized Person to Sign
			Rod E Schlesenen
			Printed Name
			OWNER
			Title

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:				
The Contractor is now bound to provide the materials or services listed in IFB No.: 112023 Walnut Springs Blvd Culvert Replacement, including all terms and conditions, specifications and amendments, and the contractor's offer as accepted by Gila County.				
The contract shall henceforth be referenced to as g to commence any billable work or to provide any m written notice to proceed from Gila County.				
IN WITNESS WHEREOF, TWO (2) identical countersignatures, and for all purposes shall be deemed a hereinabove named, on this	an original thereof, have been d	uly executed by the parties		
GILA COUNTY BOARD OF SUPERVISORS:				
Steve Christensen, Chairman, Board of Supervisors	s			
ATTEST:				
James Menlove, Clerk of the Board of Supervisors				
APPROVED AS TO FORM:				
The Gila County Attorney's Office				

CONTRACT PERFORMANCE WARRANTY (CPW-1)

1, Rol E Schlese	en-en representing
H+4	(company name)
do hereby warranty the work performed for the:	
BID NO. 112023 Walnut Springs Blvd. Culvert Rep	placement,
for a period of one (1) year from completion of sai	id work.
Said work shall be free from defects which would o	cause the work not to perform in its intended manner.
Olas & Schlesen	1-24-24
(Officer, Partner, Owner)	Date

EXHIBIT "K"

BID I	RESU	LTS
-------	------	-----

THE TOTAL CONTRACTOR OF THE PARTY OF THE PAR

R

A N

GILA COUNTY

BID

TITLE: Walnut Springs BLVD Culvert Replacement

BID DUE

NO.: 112023 **DATE:** February 1, 2024

TIME: 3:00 P.M.

N			
G	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Meridian Engineering Company	#1,142,820,00	
2	Falcone Brothers + Associates Inc.	\$ 99 , 955.20	
3	Arrow Indian Contractors	\$596,951,90	
4	J. Banicki Construction	#851,665.20	
5	HT4	\$ 384,093.84	
6			
7			
8			
9			
10			

BID SCHEDULE

Unit prices shall include all labor and materials (including all applicable taxes and fees) necessary for a complete and secure final product unless otherwise noted on the Drawings or in these Specifications. Quantities listed for bid schedule items may be either increased, decreased, or deleted at the unit prices shown.

BASE BID SCHEDULE:

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANITITY	UNIT PRICE	AMOUNT
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	220	\$81.85	\$18,007.00
2020041	REMOVAL OF PIPE	LFT.	230	\$57.50	\$13,225.00
2030501	STRUCTURAL EXCAVATION	CU.YD.	280	\$38.64	\$10,819.20
2030506	STRUCTURE BACKFILL	CU.YD.	66	\$162.98	\$10,756.68
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	187	\$37.87	\$7,081.69
3030022	AGGREGATE BASE, CLASS 2 - 6 INCH DEPTH	CU.YD.	31	\$257.37	\$7,978.47
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) - 2.5 INCH DEPTH	TON	26	\$1,083.60	\$28,173.60
6010002	STRUCTURAL CONCRETE (CLASS S) (F'C = 3,000)	CU.YD.	99	\$2,259.19	\$223,659.8
6050002	REINFORCING STEEL	LB.	13,932	\$1.76	\$24,520.32
7010005	MAINTENANCE AND PROTECTION OF TRAFFIC	LSUM	1	\$4,894.20	\$4,894.20
7030082	OBJECT MARKER (M-23) (TYPE 2)	EACH	4	\$2,057.36	\$8,229.44
7320090	ELECTRICAL CONDUIT (4") (PVC)	LFT.	50	\$90.48	\$4,524.00
9010001	MOBILIZATION	L.SUM	1	\$55,000	\$55,000
9130007	RIPRAP (DUMPED) (DS0 = 0.75', T = 1.8')	CU.YD.	127	\$337.37	\$42,845.99
9240010	FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS)	L.SUM	1	\$ 5,000.00	5 5,000.00
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1	\$25,258.50	\$25,258.50
	UTILITY RELOCATION	EACH	3	\$2,495.34	\$7,486.02
9400001	OWNERS CONTINGENCY			\$99,491.9	8 209
	WALNUT SPRINGS	TOTAL:		\$596,	951.90

Bid Items excluded:	
Sheila Curlighai.	2/1/2024 CONTRACION Date
PRESIDENT	RP ORATE O
Title	SEAL SCorporate Seal
Arrow Indian Contractors	ARIZONA
Company	Attest

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder qualifications and Certification

Purpose

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

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

Contract Number 112028 WALNUT SPRINGS BLVD. CULVERT REPLACEMENT

The applicant submitting this bid warrants the following:

Name, Address, and Telephone Number of Principal Contractor:

Arrow Indian Contractors 449 S 48th Street Tempe, AZ 85282 480-776-5821

Yes X No. If "Yes, give details, including the date, the contracting agency, and t reasons Contractor failed to perform in the narrative part of this contract.
Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, to contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
Has Contractor ever terminated a contract for cause with any individual or entity, government otherwise, (under Contractor's present or any previous name)? Yes X No. If "Yes give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
Unitariae buit or mis contract.
Current (ROC) Contractor Business Arizona License Number: 236340-A
Current (ROC) Contractor Business Arizona License Number: 236340-A (if Applicable)
Current (ROC) Contractor Business Arizona License Number: 236340-A
Current (ROC) Contractor Business Artzona License Number: 236340-A (If Applicable) Shuila Curleyhan
Current (ROC) Contractor Business Arizona License Number: 236340-A (If Applicable) Signature of Authorized Representative
Current (ROC) Contractor Business Arizona License Number: 236340-A (If Applicable) Signature of Authorized Representative Sheila Curleyhair

CERTIFYING THAT THERE WAS NO COLLUSION

IN BIDDING FOR CONTRACT

STATE OF ARIZONA)	
) as	
COUNTY OF GILA)	
(Name of Individual) She	ila Curleyhair	
being first duly sworn, dep		
That he or she is Presid	dent	
	(Title)	
Of Arrow Indian (Contractors	and
	(Name of Business)	
That he or she is su	bmitting a bid on Wainut Springs Blvd. Culver	rt Replacement IFB NO. 112023 and,
That pursuant to S	action 112 (C) of Title 23 USC, he or she certifi	les as follows:
That neither he or she nor a	nyone associated with the said (Name of Bus	siness)
Arrow Indian Co	ntractors	
has, directly, or indirectly,	entered into any agreement, participated in	any collusion, or otherwise taken an
action in restraint of free-co	empetitive bidding in connection with the abo	eve-mentioned service.
Name of Business	Arrow Indian Contractors	
By Sheet	a Curlykair	
Title PRESID		
	1	ebruary 2024
	C. O	
Course Pt	My Commission expires:	very 2. 2027
Notary Public	MARON	NNA M MCLENNAN
in and it is a series	Notary P.	aricopa County
	My Co	ommission Expires July 02, 2027

LIST OF REFERENCES

On separate pages, the Bidder is required to submit a minimum of three (3) references for similar work completed in the last three (3) years. Each reference must contain the following:

- Name, address, and telephone number of contracting agency or company, and the contact
 person who may be contacted for verification of all data submitted.
- Narrative summary of the specific services performed and the results of such services.
- Site Location
- 4. Names of key personnel
- Dates of the services / contract
- 6. Total funding of specific project / contract
- 7. Names, addresses, and telephone numbers of ail major subcontractors used
- Start and completion dates of work performed



Past Performance Examples

Client: Navajo Division of Transportation

Priscilla Lee

Office: 505-371-8342 Cell: 928-551-2051 plee@navajodot.org

Scope:

Arrow Indian Contractors, Inc. self performed the project which consisted of mass excavation, earthwork, reconstructing a road,

installation of CMP's for drainage and construction of an ADOT Concrete Box Culvert 40 ft in length constructed in the low flow channel. The box culvert is a 4 barrel, $6' \times 6'$ structure with raised two ft headwalls, standard inlet and outlet wing walls, inlet rip rap and an outlet ADOT

Concrete Apron. The roadway was finished with 3" of AB..

Site Location: Black Mesa, Arizona

Key Personnel: Earl Chambers, Martin Glowa, Derek Joe

Date of Contract: January 2023

Contract Value: \$1,777,945.00

Major Subcontractors: 100% Self Performed

Start/Completion: March 2023 / July 2023

BEFORE



AFTER





Client:

National Park Service, Organ Pipe Cactus National Monument

Nick Huck

Office: (520) 387-6849 Ext. 7401

Cell: (520) 405-6987 Nick_Huck@nps.gov

Scope:

Arrow Indian Contractors, Inc. self performed the majority of the work that included the improvements to an existing gravel road along a 1.9 mile stretch of Ajo Mountain drive between Arch Canyon and Estes Canyon. Improvement included concrete low water crossings, culvert

replacement and asphalt paving.

Site Location:

Ajo, Arizona

Key Personnel:

Earl Chambers, Martin Glowa, Hector Pedroza

Date of Contract:

January 2023

Contract Value:

\$1,465,828

Major Subcontractors: Asphalt Paving

Weems Travis Berry 602-697-9978

travis@weemsasphalt.com

Start/Completion:

August 2022 / April 2023







Client: National Park Service, Grand Canyon Road Improvements

Debbie Cimmer 928-638-7434

Scope: Arrow Indian Contractors, Inc. milled, pulvarized and paveed 10,000LF

of road in the Grand Canyon National

Site Location: Grand Canyon, Arizona

Key Personnel: Earl Chambers, Martin Glowa, Derek Joe

Date of Contract: September 2019

Contract Value: \$2,645,041

Major Subcontractors: Asphalt Paving

Fann

Mike Fann

mfann@fanncontracting.com

Start/Completion: September 2019 / August 2022



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

Sheila Curleyhair, President

Sheila	. Curleyhair,	President
Typed Nar	ne and Title of Autho	fized Representative
Sh	ela Curl	yhair
Signatura	of Authorized Repres	intative
		I am unable to certify the above statements. My explanation is attached

INTENTIONS CONCERNING SUBCONTRACTING

For the use of the Owner in determining competence and capability of those who will work on the Owner's project, the Bidder is required to submit with his bid a list naming the subcontractors who will be used in the performance of the work. This list shall be filled out and enclosed in an opaque sealed envelope bearing the title, "List of Subcontractors," and the name of the Bidder.

The Bidder will be required to establish to the satisfaction of the Owner and Engineer, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents. Persons or entities proposed by the Bidder and to whom the Owner and Engineer have made no reasonable objection must be used to perform the work for which they were proposed and shall not be changed except with the written consent of the Owner.

At the time of the submission of bids on Bid No. 112023 Walnut Springs Bivd Culvert Replacement, my intention concerning subcontracting a portion of the work is as indicated below.

□ Y	ES, it is my intention to subcontract a portion of the work.
X N	O, it is not my intention to subcontract a portion of the work.
	Signature of Authorized Representative

Printed Name

President

Title

Sheila Curleyhair

IFB 112023/WALNUT SPRINGS BLVD CULVERT REPLACEMENT

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Sheila Curlighair		
Signature of Authorized Representative		
Sheila Curleyhair		
Printed Name		
President		
Title		

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 2/1/2024
Shila Curlyhan
Signature of Authorized Representative
Sheila Curleyhair
Printed Name
President
Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 2/1/2024
Sheila Carlaghain Signature of Authorized Representative
Sheila Curleyhair
Printed Name
President
Title

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

and the second s	Aundersigned Arrow Indian Contractors, Inc.
KNOW ALL MEN BY THESE PRESENTS, that we, the	c dilucios gircu
as Principal, hereinafter called the Principal, and	The Cincinnati Insurance Company
a corporation duly organized under the laws of the	State of Ohio
by the Director of the Department of insurance, a called the Obligee, in the sum of ten percent (10%	ertificate of authority to transact surety business in this State issued re held and firmly bound unto Gila County as Obligee, hereinafter (a) of the amount bid, submitted by Principal to Gila County for the Jum well and truly to be made, the said Principal and the said Surety ors, successors, and assigns, jointly and severally, firmly by these
WHEREAS, the Principal is herewith submitting its	proposal for:
BID NO. 112023 WALNUT	SPRINGS BLVD. CULVERT REPLACEMENT
and the Principal shall enter into contract with the such bonds and certificates of insurance as may be a for the faithful performance of such contract and prosecution thereof, or in the event of the failure of certificates of insurance, if the Principal shall pay to between the amount specified in the proposal and swith another party to perform the work covered by	bugh its Public Works Director, accepts the proposal of the Principal cobligee in accordance with the terms of such proposal, and give specified in the contract documents with good and sufficient surety for the prompt payment of labor and material furnished in the of the Principal to enter into such contract and give such bonds and the Obligee the difference not to exceed the penalty of the bond such larger amount for which the Obligee may in good faith contract the proposal then this obligation is void. Otherwise, it remains in ond is executed pursuant to the provisions of ARS '34-201, and all dance with the provisions of the section to the extent as if it were and seals:
Principal Arrow Indian Contractors, Inc. By Shula Curleyhair Title PRESIDENT	Surety The Cincinnati Insurance Company The Cincinnati Insurance Company By Attorney-in-Fact Melanie Ankeney 7220 N. 16th Street, Building K Phoenix, AZ 85020 Address, Attorney-in-Fact Subscribed and sworn to before me this 31 day of January 2024 My commission expires: 3-12-2027 Notary Public
	Davd Mck4

THE CINCINNATI INSURANCE COMPANY THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David J. Mckee; Joseph A. Clarken III; Ted H. Rarrick and/or Melanie Ankeney

of Phoenix, Arizona their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to

Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.





THE CINCINNATI INSURANCE COMPANY THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO COUNTY OF BUTLER

)SS:

Stephen & Ventre

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law Notary Public – State of Ohio

My commission has no expiration date.

Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this

day o

2024





BN-1457 (4/19)

STATUTORY PERFORMANCE BOND (CPB-1) PURSUANT TO TITLE 84, CHAPTER 2, ARTICLE 2 OF

THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:			
Thet,			
	, (herein	after call	ad the Principal), as Principal,
and			
(hereinefter called Surety), a corporation	duly organized and existing the la	ws of the	State of
	with its principal of	office in	the city of
holding a certificate of authority to trans Surety, are held and firmly bound unto	Gile County (hereinafter called	the Oblig	Director of the Department of Insurance, as see) in the amount of (100% OF CONTRACT
AMOUNT)	dollars (\$	and them), for the payment whereof, the successors, and assigns, jointly and severally,
firmly by these presents.			
MARKETHEAS, the Principal has a	greed to enter into a certain con	tract with	the Obligee for: Bid No. 112028 WALNUT
SPRINGS BLVD, CULVERT REPLACEMENT extent as if copied at length herein.	, which contract is hereby referre	ם דם פורם	made a part hereof as fully and to the same
MOM. THEREPORE, THE CONDI	TION OF THIS OBLIGATION IS SUC	H, that If	the seld Principal shall faithfully perform and
fulfill all the undertakings, covenants, ter	ms, conditions and agreements of	sald con	tract during the original term of said contract
and any extension thereof, with or without	ut notice to the Surety, and during edertakings, covenants, terms, con	j tne ille ditions. a	of any guaranty required under the contract, nd agreements of any and all duly authorized
modifications of said contract that may he	eresiter be made, notice of which	modifical	dons to the Surety being hereby welved; then
the above obligation shall be void, others	vise to remain in full force and effe	ct; he seed	sions of Title 34, Chapter 2, Article 2, of the
PROVIDED, HOWEVER, that the Arizona Revised Statutes, and all liabilities	on this bond shall be determined	ne provi In accord	ance with the provisions of said Title, Chapter
and Article, as the extent as if they were a	cooled at length herein.		
The prevailing party in a suit on be fixed by a judge of the court.	this bond shall recover as a part of	f the judg	ment such reasonable attorneys' fees as may
Witness our hands this	day of		, 2021.
Principal	Seel	_	
Surety	Seei		Бус
Assect of Record		By:	
Artzona Countersignature		_	Agency Address
Address		-	
Phone Number		_	
Ashelm Laffitzber			
/Brould	led no more than ten (10) days afte	r notice i	of Award)

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 84, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

IONOW ALL MEN BY THESE PRESENTS That, (hereinefter called the Principal), as Principal, and (hereinefter called Surety), a corporation duly organized and existing the laws of the State of with its principal office in the city of holding a certificate of authority to transact surety business in Arizona Issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gile County (hereinefter called the Obligee) in the amount of (100% of Contract dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents. WHIREAS, the Principal has agreed to enter into a certain contract with the Obligee for: Bid No. 112023 WALNUT SPRINGS BLVD. CULVERT REPLACEMENT, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. NOW, THEREPORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that If the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby welved; then the above obligation shall be vold, otherwise to remain in full force and effect; PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein. The preveiling party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court. Witness our hends this day of Soul Principal Surety Agency of Record Amnov Address Artsone Countersignature Address Phone Number

(Provided no more than ten (10) days after notice of Award)

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor falls to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUL	MENT			COMPLETED A	ND EXECUTED
BID SCHEDULE				X	
BIDDER QUALIFIC	ATIONS			X	
NO COLLUSION FO	ORM			X	
LIST OF REFERENCE	ES			X	
DEBARMENT CERT	TIFICATION			Χ	
INTENTIONS IN SU	BCONTRACTING (II	st in sealed enve	rlope)	X	
	ORKERS ACT COM		A	X	
ISRAEL BOYCOTT				X	
NO FORCED LABOR				X	
(SURETY) BID BON				X	
•	ENDA ACKNOWLED	GMENT		X	
OFFER PAGE	HDA FIGHTOWELD	OME I		X	
	RMANCE WARRAN	TV		X	
CONTRACT PERFO	VININACE ANVINAM	11			
ACKNOWLEDGMENT O	F RECEIPT OF ADDI	ENDA;	E STEERS	, c . mad name and game as as	
	#1	#2	#3	#4	#5
initials	sc	se	So		
Data	1/17/24	1/23/24	1/24/24		
Signed and dated this	13+ day of_	February	2023 -	1024	
Co	ntractor. Trow In	dian Contract	cors	_	
Ву	Sheela	Curly	yhair		

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 112023 Walnut Springs Bivd Culvert Replacement. All bids shall be filled with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, Arizona on or before, Thursday, February 1, 2024, 3:00 P.M. M.S.T.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

Contractor Sub	mitting Bid:		For clerification of this offer, contact:
Arrow Ind	ian Contractor	s	Thomas Johanson
Company Name			
449 S 4	8th St Suite 10)1	Phone No.:602-570-6379
Address			
Tempe	AZ	85282	Fax
City	State	Zip	Email: Thomas.Johanson@arrowindian.com
			Sheila Curleyhair Signature of Authorized Person to Sign
			Signature of Authorized Person to Sign
			SHEILA CURLEYHAIR
			Printed Name
			PRESIDENT
			Titie

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gile County use only)

The Offer is hereby Accepted:	
The Contractor In IFB No.: 112023 Walnut Springs Blvd Culvert Rep and amendments, and the contractor's offer as according to the contra	is now bound to provide the materials or services listed placement, including all terms and conditions, specifications, epted by Gile County.
The contract shall henceforth be referenced to as C to commence any biliable work or to provide any ma written notice to proceed from Gila County.	Contract No. 112023. The Contractor has been cautioned not sterial or service under this contract until Contractor receives
IN WITNESS WHEREOF, TWO (2) Identical counter signatures, and for all purposes shall be deamed a hereinabove named, on this	rparts of this contract, each of which shall include original in original thereof, have been duly executed by the parties day of, 2023 .
GILA COUNTY BOARD OF SUPERVISORS:	
Steve Christensen, Chairman, Board of Supervisors	
ATTEST:	
James Meniove, Clerk of the Board of Supervisors	
APPROVED AS TO FORM:	
The Gila County Attorney's Office	

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY (CPW-1)

, Sheila Curleyhair		, representing
Arrow Indian Contractors,	Inc.	(company name)
do hereby warranty the work performed for	rthe:	
BID NO. 112023 Walnut Springs Blvd. Culve	ert Replacement,	
for a period of one (1) year from completion	of said work.	
Said work shall be free from defects which w	ould cause the work	not to perform in its intended manner.
Shula Curleyhair	2/1/2	2024
(Officer, Partner, Owner)	Date	



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #1: DATE: 01/17/24

CLARIFICATIONS:

Question: For the utility relocation, do we bid this item?

Answer: No, it will be done by the individual utilities.

Question: The plans say done by others. If it is done by others, will it postpone the start of construction?

Answer: No, all utilities will either already be moved before the Notice to proceed is issued or will come in after the work is done for final relocation after construction using the aspects of the project designed for the utilities.

Question: Does the county have a place for excess material, and a place for pipe removal? Answer: Removal of material will need to be considered.

Question: Page 16, paragraph 1 "Purpose." Is the wrong project being referenced?

Answer: Correct, the wrong project got referenced, this is not for the new cell on the Russell Gulch landfill, but walnut springs culvert replacement. This apparently got missed in our review.

Question: Page 18, Bid Schedule. Utility Relocation, 3 each. Plan sheet 4 of 11 calls for the TDS Telecom line to be relocated by TDS Telecom, JW Waterline to be relocated by JW Water and the 2" APS line to be relocated by APS. Should the Utility Relocation line item be removed from the bid schedule? Answer: See above.

Question: Page 18, Bid Schedule. Should Owners Contingency (item 9400001) be a dollar amount instead of a percentage to keep all bidders contingency amount equal? If left as is, do we calculate the 20% on the above line items to come up with a project total below the contingency line item?

Answer: We're basing contingency on a percentage of the overall bid, similar to ADOT projects of a similar size.

Question: Utility relocations could affect the 90-day contract schedule. Will the County make allowances if the schedule is impacted by utility relocations?

Answer: Yes, as utility's relocation will be out of the contractors' hands, we will need to make allowances.

Question: Should we include quality control testing in our bid?

Answer: While it was not stated in the bid schedule, QC should have been included.



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #2: DATE: 01/23/24

CLARIFICATIONS:

1. Question: Would a pre-cast box culvert to ADOT's new precast box culvert standard detail and specification that was published in May 2023, suffice to replace the ADOT cast-in-place box culvert that was specified?

Answer: The use of pre-cast box culverts will not be allowed. Box culverts shall be cast-in-place."



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #3: DATE: 01/24 01/24/24

CLARIFICATIONS:

Question: Is there any construction water source identified by the County for this project?

Answer: No water source was identified in the design. Construction water will need to be considered in the Bid.

Question: How should the owners' contingency be addressed on the bid schedule form?

Answer: This has already been addressed in Addendum #1. Contingency is based on a percentage of the overall bid, similar to ADOT projects of a similar size.

BID SCHEDULE

Unit prices shall include all labor and materials (including all applicable taxes and fees) necessary for a complete and secure final product unless otherwise noted on the Drawings or in these Specifications. Quantities listed for bid schedule items may be either increased, decreased, or deleted at the unit prices shown.

BASE BID SCHEDULE:

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANITITY	UNIT PRICE	AMOUNT
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	220	40,00	8,200.00
2020041	REMOVAL OF PIPE	L.FT.	230	20.00	4,600.00
2030501	STRUCTURAL EXCAVATION	CU.YD.	280	45.00	12,600.
2030506	STRUCTURE BACKFILL	CU.YD.	66	100,00	4,600.
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	187	25.00	4,675,
3030022	AGGREGATE BASE, CLASS 2 - 6 INCH DEPTH	CU.YD.	31	100.00	3,100.
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) - 2.5 INCH DEPTH	TON	26	800.00	20,800,
6010002	STRUCTURAL CONCRETE (CLASS S) (FC = 3,000)	CU.YD.	99	900.00	89,100,
6050002	REINFORCING STEEL	LB.	13,932	/	
7010005	MAINTENANCE AND PROTECTION OF TRAFFIC	LSUM	1	30,000.00	30,000.
7030082	OBJECT MARKER (M-23) (TYPE 2)	EACH	4	250.00	1,000.0
7320090	ELECTRICAL CONDUIT (4") (PVC)	LFT.	50	100.00	
9010001	MOBILIZATION	L.SUM	1	50,000.00	50,000.
9130007	RIPRAP (DUMPED) (D50 = 0.75', T = 1.5')	CU.YD.	127	175.00	22,225
9240010	FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS)	LSUM	1	\$ 5,000.00	\$ 5,000.00
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1	28,000,00	28,000,0
	UTILITY RELOCATION	EACH	3	N/4	NIL
9400001	OWNERS CONTINGENCY			المجارمار	20%
	WALNUT SPRINGS	TOTAL:		10.	399,955

Bid Items excluded:	Anthony Falcone
Mahal	My fle 1-31-2024
Signature	Date
Vrt	
Title	Corporate Seal
FALCONE BROTI	YERS E ASSOCIATE INC.
Company	Attest

1

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 112023 WALNUT SPRINGS BLVD. CULVERT REPLACEMENT

The applicant submitting this bid warrants the following:

ine	applicant submitting this bid warrants the following.
1.	Name, Address, and Telephone Number of Principal Contractor:
	Falcone Bros & Associates Inc. 15885 N. Equistrian tr. Tucson, AZ 85739
	520 780 2385
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract?
	YesNo. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3.	Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?YesNo. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4.	Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)?YesNo. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5.	Current (ROC) Contractor Business Arizona License Number: 193810
	(If Applicable)
	Signature of Authorized Representative
	SALVATORE G. FALCONE
	Printed Name
	Title



CERTIFYING THAT THERE WAS NO COLLUSION

IN BIDDING FOR CONTRACT

CTATE OF ADIZONA	1
STATE OF ARIZONA	
ω.'.) ss
COUNTY OF GILA TIMA)
<u> </u>	
(Name of Individual)	otore Giuseppe Falcone
being first duly sworn, deposes a That he or she is	President (V.P)
of Falcone F	377 Les 3, Associate Inc and
	(Name of Business)
That he or she is submitt	ing a bid on Walnut Springs Blvd. Culvert Replacement IFB NO. 112023 and,
That pursuant to Section	112 (C) of Title 23 USC, he or she certifies as follows:
That neither he or she nor anyon FACONO POYOTU	e associated with the said (Name of Business)
nas, directly, or indirectly, enter	ed into any agreement, participated in any collusion, or otherwise taken any
action in restraint of free-compet	titive bidding in connection with the above-mentioned service.
Name of Business <u>+a</u>	Cone proflers, Ass. Inc
By Salvatore	Giusppe Falcone
Title Vice P	10 tident (V.P.)
Subscribed and sworn to	before me this 31 day of Muary 2024 2023.
1	J
Magn	My Commission expires: May 19 3435
lotar Public	LILIANA ESPINOZA Notary Public - Arizona Pima County Commission # 613605 My Comm. Expires May 19, 2025



LIST OF REFERENCES

On separate pages, the Bidder is required to submit a minimum of three (3) references for similar work completed in the last three (3) years. Each reference must contain the following:

- 1. Name, address, and telephone number of contracting agency or company, and the contact person who may be contacted for verification of all data submitted.
- 2. Narrative summary of the specific services performed and the results of such services.
- 3. Site Location
- 4. Names of key personnel
- 5. Dates of the services / contract
- 6. Total funding of specific project / contract
- Names, addresses, and telephone numbers of all major subcontractors used
- 8. Start and completion dates of work performed



15885 N Equestrian Trail • Tucson, AZ 85739 • "A" Lic. 143810 Office: (520) 825-1072 • Mobile: (520) 780-2385 • Fax: (520) 825-3002

Owner	Completed Project	Year Completed		Contract Amount
	Name as a General Contractor			4
Town of Marana	ADA Compliance Phase 1 Project # ST101		2023	\$214,444.00

Scope of Work Included- Removal and Replacement of ADA Concrete Ramps and Sidewalks, Traffic Control, Surveying, Quality Control.

Town of Marana	MMC Drainage and Electrical Improvements	2023	\$949,774.58
	Project # FA108		

Scope of Work Included- Clearing and grubbing, Removals, Electrical Improvements, Concrete Sidewalk, Concrete Curb, Concrete Catch Basin, Drainage pipe, Concrete Wall, Pavers, Landscaping, Irrigation, Dry Wells, Traffic Control, Surveying, Quality Control.

Pima County	Sahuarita/Wilmot Intersection Improvements	2022	\$1,885,000.00
·	Project # (4SAHWI)		

Scope of Work Included- Clearing and grubbing, Grading, Concrete Removals, AC removal, Concrete curb, Concrete Channel Lining, Driveways, Signs, Handrail, Riprap, Seeding, Striping, Paving, Aggregate Base Course, Soil Cement Stabilization, Drainage Pipes, Quality Control, SWPPP, Surveying, Traffic Control and electrical signal.

ADOT	Why- Tucson Hwy SR86 Quijotoa 086 PM 88 F015901C 086-A(223)T	2021	\$1,030,000.00
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Scope of Work Included- Guard rails, Grading, Asphalt, Rip Rap, Surveying, Traffic Control.

1. ADOT Rio Rico/Pendleton Intersection 2020 \$872,214.44
0000 SC SSC SS99801C HRRRP-SSC-0(204)T
(INTERSECTION OF RIO RICO DR & PENDELTON DR)



Scope of Work Included- Clearing and grubbing, Grading, Concrete Removals, AC removal, Concrete curb, Driveways, Signs, Handrail, Riprap, Seeding, Striping, Paving, Aggregate Base Course, Drainage Pipes, Quality Control, SWPPP, Surveying, Traffic Control and electrical signal.

2. Town Of Marana SILVERBELL ROAD SIDEWALK INFILL 2019 \$260,000.00 TOWN OF MARANA PROJECT NO. ST069

Scope of Work Included- Clearing and grubbing, Grading, Concrete Removals, AC removal, Concrete curb, Sidewalks, Driveways, Signs, Handrail, Riprap, Concrete ADA Ramps, DG, Quality Control, SWPPP, Surveying, Traffic Control.

3. Pima County INA ROAD:SHANNON ROAD TO LA CHOLLA 2019 \$976,529.57

BOULEVARD

FEDERAL ID NO. - TAP-PPM-0(246)D

ADOT TRACS NO. -0000 PM PPM SL737 01C

PCDOT PROJECT NO. 4INASW

Scope Of Work Included- Clearing and grubbing, Concrete Removals, Landscaping, Concrete sidewalks, Concrete curbs, ADA Ramps, SWPPP, Grading, Preservation Fencing.

4. ADOT 0000 YV CWD SZ01101C STP-CWD-0(200)T 2018 \$1,498,554.10

CITY OF COTTONWOOD

(Mingus Avenue: Willard Street to 10th Street)

Scope of Work Included - The work included furnishing and placing asphaltic concrete pavement; sidewalks; driveways; ADA facilities; draining facilities; signing and restriping; traffic control; quality control; surveying; water valve and manhole adjustments; manhole reconstruct.

5. Pima County SOLICITATION NO. 229512 2017 1,174,146.98

CAMINO DE LA TIERRA PEDESTRIAN BRIDGE (4RRVPA)

FEDERAL ID NO.: TEA PPM-0(228)D TRACS NO.: 0000 PM PPM SL701 01C

Scope of Work Included -

Constructing a new pedestrian bridge crossing of Camino de la Tierra, its approach ramps and associated ancillary improvements to maintain access to the existing pathway and the existing trailhead and restroom facilities. The bridge structure will utilize salvaged precast pre-stressed concrete box beam girders from the Helmet Peak Bridge in the Town of Sahuarita, Arizona. Structural Concrete, Reinforced Steel, Structural excavation, Railing, Fencing, Asphaltic Concrete, Concrete Curb, Pavement markings, Signs.

6. ADOT Prescott-Ashfork Highway SR89 2016 \$1,498,497.70

Perkinsville Roundabout Tracs 089 YV 328 H833001C **Scope Of Work included-** Clearing and Grubbing, Roadway and drainage excavation, Geotextile fabric, Aggregate base, Asphaltic Friction course, Asphaltic concrete Misc Structural, CMP Pipes, Concrete Catch basins, Sidewalk, Curb and gutter, Scupper, Electrical, Pavement Marking, Riprap, Surveying and layout, Contractor quality control, Milling, Traffic Control, Signs.

7. ADOT

Casa Grande

2016

\$ 104,000.00

Safe routes to School

Scope of Work included- Removal of AC pavement, Removal of Sidewalks, Remove Curbs, Grading, Pavement markings, Signs, Fence, Sidewalks, curbs, Concrete Ramps, Traffic Control.

8. Pima County

Coronado School: Wilds and

2015

\$ 368,000.00

Bowman Rd. Safe Routes

To School.

ADOT Tracs- 999 PM TUC SF041 01C

Scope Of Work Included- Clearing and Grubbing, Removal of Asphaltic Pavement, Drainage grading, Roadway Grading, Aggregate base, Concrete sidewalks & Ramps, Traffic Control, Concrete ford walls, Pavement Markings, Asphaltic Concrete pavement pathway, Handrail.

9. Pinal County

Arizona City flood hazard

2014

\$ 1,100,000.00

Mitigation Project

Scope of work included- Clearing and Grubbing, Removal of structures and obstructions, Installation of New Box Culvert, CMP, Mass earth grading for Retention Basin, Aggregate Base Course, Roadway Grading, Paving, Quality Control, Curb, Rip-Rap, Barb wire fence, Striping, Guardrail, Handrail, SWPPP, Signs, Traffic Control, Surveying, Concrete Ford walls, and Gates.

10. Town of Oro Valley

Naranja Park Mass Grading

2014

\$ 350,000.00

Scope of Work Included- Clearing and Grubbing, SWPPP, Surveying, Quality Control, Mass Earth Grading For Soccer Fields.

11. City Of Tucson

Grant/Oracle

2013

\$7,500,000.00

Intersection Improvement Indirect Left Turn Lanes

Scope of work included- Clearing and Grubbing, SWPPP, Removal of Curb, Removal of sidewalks, Removal of Driveways, Removal of Asphaltic Pavement by milling, Removal Of structures and obstructions, Electrical (Traffic signals, Pedestrian & Street Lighting), Traffic Control, Catch basins, Scuppers, Concrete Retaining Walls, Manhole reconstructs, Quality Control, New Manholes, Water Lines, Sewer Lines, PCCP (Portland Cement Concrete Pavement), Landscaping, Sidewalks, Driveways, Aggregate base Course, Pavement, Chain Link Fence, New Curb, Roadway Grading, Excavation, RCP, Signs, Striping, Artwork, Colored Concrete, Exposed aggregate Colored Concrete, Colored Concrete Retaining walls, Access Ramps, and Handrails.

12. Town of Oro Valley

Oro Valley Chlorine Storage Building

2012

\$ 500,000.00

Scope of Work Included- Water Lines, Electrical, Structural Concrete Roof, Plumbing, Grading, Asphalt, Fire Protection, Aggregate base Course, Footers, Block Building, and Reinforcing Steel.

13. Pima County

Laguna Elementary

2012

\$ 341,383.50

Pedestrian Enhancement

Scope of Work Included- Clearing and Grubbing, SWPPP, Removal of Structures and Obstructions, saw cutting, Removal Of Pavement, Removal of Curb, Sidewalks, Curb, Driveways, Aggregate Base Course, Paving, Striping, Borrow, Excavation, Grading, Traffic Control, and signs.

14. City Of Tucson

Fort Lowell/ Campbell Ave

2011

\$ 2,099,444.44

Intersection Improvements

Scope of Work Included- Clearing and Grubbing, SWPPP, Removal of Structures and Obstructions, Removal Of Asphalt By milling, Removal of Curb, Removal of Sidewalks, Removal of Driveways, Removal of soil cement stabilizer, Water line, Roadway grading, Aggregate base course, Paving, Striping, Sidewalks, Driveways, Curb, Manhole reconstruct, RCP, Electrical (Street signals, Pedestrian and street Lights, Traffic control, Quality Control, Catch Basins, Sewer, Pavers, Access Ramps, and Saw cutting.

15. ADOT

Old Highway 77 to Copper Street Tucson-Oracle JCT- Globe Hwy (SR 77) Tracs: H702001c Project# TEA-077-A(201)A 2011

\$ 621.171.40

Scope of Work Included- SWPPP, Removal of Concrete Sidewalks, Removal of driveways & Slabs, Roadways Excavations, Borrow, Aggregate base course, Asphaltic Concrete, CMP, Catch Basin, Concrete Headwalls, Signs, Handrails, Traffic Control, Striping, Electrical (Pedestrian/ Street Lighting), Seeding, Chain Link Fence, Concrete Curb and Gutter, Concrete Sidewalks, Wheelchair and sidewalk ramps, Concrete Driveways, Riprap, Embankment spillway, Concrete Sidewalk Turn down, Surveying and Misc. work.

16. City Of Douglas

Paseo Del La Amistad Enhancement Project Federal Aid # ARRA TEA DGS 0(005)A ADOT TRACS-0000 CH DGS SL501 01C 2010 \$407,057.50

Scope of Work Included- Clearing and Grubbing, Swppp, Removal Of Structures and Obstructions, Excavation, Structural Excavation, Structural Backfill, Borrow, Structural Concrete, Pre-fab Pedestrian

Bridge, Reinforcing Steel, Handrails, Traffic Control, Electrical, Landscaping, Concrete Header, Concrete, Shot Crete, surveying.

17. ADOT

Pima Street/SR 85 Tracs No: SS77901C Federal No: ARRA-GBD0(200)A 2010

\$ 324,444.44

Scope of Work Included- Clearing and Grubbing, Swppp, Remove sidewalks, Removal of Concrete driveways and slabs, Removal of Asphaltic concrete pavement, Aggregate base course, Structural Concrete, Signs, Landscaping, Traffic control, Concrete Sidewalks, Curb, Concrete Driveways, Decorative Pavement, ADA Tactile plates, Steel Signs, Gabions, and Surveying.

18. Town of Oro Valley

Oro Valley Country Club Drainage Improvements 2010

\$194,848.44

Dramage improvements

Scope of Work Included- Clearing and Grubbing, Swppp, Surveying, rip-rap, landscaping, Concrete Curb, Grouted Rip-rap, water lines,

19. Pima County

Cdo Linear Park

2010

\$ 2,750,000.00

Scope of Work Included- Clearing and Grubbing, Removal of Structural Concrete, Excavation, RCP, CMP, Structural Concrete box extension, Retaining walls, Screen Walls, Grading For Roadway, Aggregate base course, Landscape/Irrigation, Water Lines, Paving, Handrail, Decorative Fencing, Rip-Rap, Swppp, Signs, Guardrail and Grading.

20. Town of Oro Valley

Big Tank

2009

\$ 160,000.00

Scope of Work Included- Removal Of Structural Concrete, Structural Excavation, Aggregate base course, CMU walls, Paving, Concrete Driveways, Painting, Steel Fab, Electrical, Swppp, Signs and Grading.

21. Pima County

Earp Wash

2007

\$ 1,500,000.00

Scope of Work Included- Clearing and Grubbing, Drainage Excavation, Concrete Sidewalks, Gabions, Shotcrete, Rip-rap, Ford Walls, Structural Concrete, Landscaping, Post and Cable, Painting, Grading, CMP, Handrail, roadway Grading, Swppp, Signs.

22. Pima County

Ajo Detention Basin Phase 3

2006

\$ 1,700,000.00

Scope of Work Included- Structural Excavation, De-Watering, Drainage Excavation, Water Lines, Pump Station, Pond Liner, Electrical, Structural Concrete, Roadway Excavating, Aggregate base Course,

Grading, Roadway grading, Paving, Handrail, Retaining walls, Rip-Rap, Swppp, Shotcrete, Landscaping, and signs.

23. Town of Marana Tangerine/Dove Mountain 2006 \$ 292.026.00 Intersection Improvements

Scope of Work Included- Removal of Structures and obstructions, Clearing and Grubbing, Drainage Excavation, Boring, Concrete Sidewalks, Concrete Ramps, Concrete Curb, Roadway Grading, Electrical Street Lighting and traffic signals, Pavers, Paving, Grading, Swppp, and Surveying.

24. ADOT Why-Tucson Hwy- Sells 2005 \$ 650,000.00

Pedestrian Bridge Tracs- H624401c Project# TEA-086-A(006)A

Scope of Work Included- Clearing and Grubbing, Structural Excavation, Concrete Sidewalks, Structural Concrete, Pedestrian Bridge, Handrail, Grading, Landscaping and Swppp.

25. ADOT Sunset Park to Vulture Mine 2005 \$ 600,000.00

Multi-use path
Tracs- H622201C
Project # TEA 060-A(004)A

Scope of Work Included- Clearing and Grubbing, Removal of Structural Concrete, Structural Excavation, Structural Concrete, Ford Walls, Concrete, CMP, RCP, Structural Backfill, Roadway Excavation, Aggregate Base Course, Roadway Grading, Paving, Guard Rail, Handrail, Curb, Landscaping, Rip-Rap, Signs, Markings, Grading, Swppp.

26. Pima County Massingale Detention Basin 2005 \$ 750,000.00

Scope of Work Included- Removal of Structures and obstructions, Water, Structural Backfill, Structural Excavation, Aggregate base, Ford walls, Structural Concrete, Shotcrete, Rip-Rap, Grading, Signs, Swppp.

27. Pima County Continental/Abrego 2004 \$ 1,250,000.00 Intersection Improvements

Scope of Work Included- Clearing and Grubbing, Structural Excavation, Concrete Sidewalks, Driveways, Box Culvert (Structural Concrete), Structural Backfill, RCP, Grading, Roadway Excavation, Roadway Grading, Curb and gutter, Electrical (Street Lighting and Traffic signals), Aggregate Base Course, Paving, Landscaping, Painting, Markings, Signs, Swppp, Rip-Rap.

28. Pima County Ajo Detention Basin Phase 2 2004 \$ 1,200,000.00

Scope of Work Included- De-watering, Removal Of Structures and Obstructions, Structural Backfill, Rip-Rap, Grading, Liner Repairs, Signs, Swppp, Fencing, Gates, Handrail, Painting, Concrete.

29. City of Tucson

Euclid Sidewalk Improvements

2003

\$ 602,751.70

Scope of Work Included- Clearing and Grubbing, Removal of Structures and Obstructions, Roadway EXCAVATION, Structural Excavation, Concrete, Structural Concrete, Paving, Aggregate Base Course, Grading, Roadway Grading, Markings, Signs, Swppp.

30. Town of Marana

Coachline Blvd Sidewalk

2003

\$ 227,000.00

Scope of Work Included- Clearing and Grubbing, Removal of structures and Obstructions, Structural Excavation, Concrete Sidewalk, CMP, Rip-Rap, Handrail, Paint, Structural Concrete, Signs and Swppp.

31. City Of Douglas

Douglas Aquatic Center

2003

\$ 350,000.00

Scope of Work Included- Removal of Structures and Obstructions, Structural Excavation, Structural Backfill, Structural Concrete, Concrete, Smu Walls, Safety Glass, Roofing, Painting, Rip-Rap, Handrail, Signs, Swppp.

32. Town of Oro Valley

Lambert Box Culvert

2002

\$ 365,885.00

Scope of Work Included- Clearing and Grubbing, Structural Excavation, Structural Concrete, Gabions, Structural Backfill, Rip-Rap, Steel Fab, Handrail, Painting, Roadway Excavation, Roadway Grading, Aggregate Base Course, Concrete, Pavement Markings, Landscape, Swppp and signs.

33. Town of Oro Valley

Oro Valley Police Dept.

2002

\$ 173,141.49

Parking Lot Expansion

Scope of Work Included- Clearing & Grubbing, Paving, roadway Excavation, Grading, Aggregate base Course, Gates, Steel Fence, Painting, and Swppp.

34. Pima County

Kolb/Valencia

2002

\$ 800,000.00

Intersection Improvements

Scope of Work Included- Clearing and Grubbing, Structural Excavation, Structural Backfill, Grading, Roadway Excavation, Electrical (Traffic Signals and Street Lighting), Aggregate base Course, Roadway Grading, Paving, CMP, Signs, Markings, and Swppp

35. Town of Marana

Emigh/Sandario Road
Drainage Improvements

2001

\$ 1,400,000.00

Scope of Work Included- Clearing and Grubbing, Removal of Structures and Obstructions, Aggregate Base Course, Roadway Grading, Roadway Excavation, Paving, Grading, RCP, CMP, Structural Backfill, Concrete, Signs and Swppp.

36. Pinal County San Manuel Reddington/Mcnab 2001 \$ 500,000.00

Scope of Work Included- Clearing and Grubbing, Roadway Excavation, Roadway Grading, Aggregate Base Course, Paving, Concrete, Slurry Seal, signs and swppp.

37. Town of Oro Valley Naranja Wall 2001 \$ 150,000.00

Scope of Work Included- Clearing and Grubbing, Structural Excavation, Structural Concrete, Grading, Structural Back fills, CMU Walls, Gates, Painting, Landscape, Rip-Rap, Signs, Steel Fence, and Swppp.

38. Town of Oro Valley Channel drainage Improvements 2001 \$ 100,000.00

Scope of Work Included- Clearing and Grubbing, Drainage Excavation, Rip_rap, Gabions, Concrete, Grading and Swppp.

39. Town of Oro Valley Lambert Lane/First Ave 2000 \$ 350,000.00 Intersection Improvements

Scope of Work Included- Clearing and Grubbing, Drainage Excavation, Structural Excavation, Structural Backfill, Structural Concrete, Concrete Sidewalk, Handrail, Painting, Gabions, Rip-Rap, Paving, Markings, Electrical (Lighting and Traffic Signals), Roadway Grading, Aggregate Base Course, Grading and Swppp.

40. Town of Oro Valley Linda Vista/Oracle RD 2000 \$ 300,000.00 Intersection Improvements

Scope of Work Included- Clearing and Grubbing, Drainage Excavation, Structural Excavation, Structural Backfill, Structural Concrete, Concrete Curb and sidewalks, Handrails, Painting, Gabions, Rip-rap, Paving, Markings, Electrical (Street Lighting and Traffic Signals), Aggregate Base Course, Swppp, CMP Grading and Roadway Grading.

Projects Completed as a Sub- Contractor

General	Job	Year Completed	Contract Amount
1. Aker Kvaerner	Phelps Dodge Safford Heap Leach Project	2008	\$ 3,000,000.00
Scope of Work Inclu	ded- Grading, Structural Concre	te, Shotcrete, Bank p	rotection, HVAC, Roofing.
2. Moss & Associate	s Saguaro Correctional Facili	ty 2007	\$ 3,700,000.00

Scope of Work Included- Clearing and Grubbing, Structural Excavation, Structural Concrete, Structural Backfill, Concrete Sidewalks, Curb, Sewer, Wastewater Treatment Plant, Sludge Ponds, Liner, Roadway excavation, Roadway grading, Grading, Aggregate Base Course, Paving, CMP, Markings, Painting, handrails, and Swppp.

Contacts

	Address 1851 S Milton Rd Flagstaff AZ ork 6901 E 2 nd St Prescott valley AZ 133 S. Mission RD Tucson AZ 11000 N La Canada Oro Valley AZ 11555 W. Civic Center Dr Marana AZ 1651 W Jackson ST Phoenix AZ " P.O. Box 27210 Tucson AZ 85726 425 E. 10 th St Douglas AZ 31 N. Pinal St Florence AZ 550 N. Dragoon St STE 150 Tucson AZ 2101 N Andrews ave Ft Lauderdale Fl	Contact Brent Allman Joseph Bornkessel Bill Mellum Paul Keesler Morris Reyna Andrew Roth Jeremy Moore Marcos Torres Sylvia Gonzales Scott Bender Johnny El-Ahl Russ Cooper	Phone 928-255-8189 928-308-5032 520-740-6410 520-288-2880 520-382-2600 928-759-2426 520-388-4200 520-400-5255 520-417-7300 520-866-6345 520-917-5469 954-524-5678
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15885 N Equestrian Trail o Tucson, AZ 85739 o "A" Lic. 143810 Office: (520) 825-1072 o Mobile: (520) 780-2385 o Fax: (520) 825-3002

Key Personnel

- 1. Tom Falcone 520-780-2385 Project manager/ Quality Control manager
- 2. Joe Falcone 520-780-2386- Safety Supervisor & Coordinator
- 3. Anthony Falcone 520-780-2387- General Foreman/Super
- 4. Nicholas Falcone- 520-780-1622- Super



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Lam unable to certify the above statements. My explanation is attached.

I understand that a false statement on this certification may be grounds for rejection of this bid or

INTENTIONS CONCERNING SUBCONTRACTING

For the use of the Owner in determining competence and capability of those who will work on the Owner's project, the Bidder is required to submit with his bid a list naming the subcontractors who will be used in the performance of the work. This list shall be filled out and enclosed in an opaque sealed envelope bearing the title, "List of Subcontractors," and the name of the Bidder.

The Bidder will be required to establish to the satisfaction of the Owner and Engineer, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents. Persons or entities proposed by the Bidder and to whom the Owner and Engineer have made no reasonable objection must be used to perform the work for which they were proposed and shall not be changed except with the written consent of the Owner.

At the time of the submission of bids on Bid No. 112023 Walnut Springs Blvd Culvert Replacement, my intention concerning subcontracting a portion of the work is as indicated below.

YES, it is my intention to subcontract a portion of the work.

 \square NO, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Printed Name

Title



LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Signature of Authorized Representative

Printed Name

Title



ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 1/31/2024

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.



Certification of No Forced Labor

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 1/31/2029

Signature of Authorized Representative

Printed Name

Title



SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersig	ned Falcone Bros & Associates Inc.
as Principal, hereinafter called the Principal, and Develo	ppers Surety and Indemnity Company
a corporation duly organized under the laws of the State of	California
as Surety, hereinafter called the Surety, holding a certificate of by the Director of the Department of Insurance, are held ar called the Obligee, in the sum of ten percent (10%) of the a work described below, for the payment of which sum well arbind ourselves, our heirs, executors, administrators, successpresents.	nd firmly bound unto Gila County as Obligee, hereinafter mount bid, submitted by Principal to Gila County for the and truly to be made, the said Principal and the said Surety
WHEREAS, the Principal is herewith submitting its proposal f	for:
BID NO. 112023 WALNUT SPRINGS I	BLVD. CULVERT REPLACEMENT
NOW THEREFORE, if the Obligee, acting by and through its Pu and the Principal shall enter into contract with the Obligee such bonds and certificates of insurance as may be specified if or the faithful performance of such contract and for the prosecution thereof, or in the event of the failure of the Principal shall pay to the Oblig between the amount specified in the proposal and such larger with another party to perform the work covered by the propfull force and effect provided, however, that this bond is excludibilities on this bond shall be determined in accordance with copied at length herein.	in accordance with the terms of such proposal, and give in the contract documents with good and sufficient surety prompt payment of labor and material furnished in the cipal to enter into such contract and give such bonds and gee the difference not to exceed the penalty of the bond of amount for which the Obligee may in good faith contract cosal then this obligation is void. Otherwise, it remains in ecuted pursuant to the provisions of ARS '34-201, and all
IN WITNESS WHEREOF, we hereunto set our hands and seals	::
1.1 51. 10	to:
Anthony Falcone VP. Principal Falcone Bros & Associates Inc.	surety Developers Surety and Indemnity Company Mulane antenny
Title D	By Attorney-in-Fact Melanie Ankeney 7220 N. 16th Street, Building K Phoenix, AZ 85020 Address, Attorney-in-Fact Subscribed and sworn to before me this 29th day of January , 20 24
	My commission expires: 3-12-2027
	Modern Public McKll





POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY

59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

David J. McKee, Jennifer Castillo, Melanie Ankeney, Joseph A. Clari	ken and Patrick R. Hedges , of Phoenix, AZ
as its true and lawful Attomey-in-Fact, to make, execute, deliver and acknowledge, for of suretyship giving and granting unto said Attomey-in-Fact full power and authority connection therewith as each of said company could do, but reserving to each of said Attomey-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This shall expire on December 31, 2025.	y to do and to perform every act necessary, requisite or proper to be done in company full power of substitution and revocation, and all of the acts of said
This Power of Attorney is granted and is signed under and by authority of the following COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collective)	
RESOLVED, that <u>Sam Zaza President Surety Underwriting</u> , <u>James Bell Vice Surety</u> , each an employee of Am Trust North America, Inc., an affiliate of the Co of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to suretyship, or other suretyship obligations; and that the Secretary or any Assistant the execution of any such Power of Attorney.	impany (the "Authorized Signors"), are hereby authorized to execute a Power execute, on behalf of the Company, bonds, undertakings and contracts of
RESOLVED, that the signature of any one of the Authorized Signors and the Secr must be affixed to any such Power of Attorney, and any such signature or seal binding upon the Company when so affixed and in the future with respect to any	may be affixed by facsimile, and such Power of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPE	·
signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this	March 27, 2023
By: Printed Name Sam Zaza	SEAL S CALIFORNIA SALAWARE S CALIFORNIA S CALIFORNIA SALAWARE S CALIFORNIA S CALIFORNIA
Title: President, Surety Underwriting	製SEAL 新 製 1936 点
	A SOLO ME A
ACKNOWLEDGEMENT:	AWARE
A notary public or other officer completing this certificate verifies identity of the individual who signed the document to which this cattached, and not the truthfulness, accuracy, or validity of that documents are considered to the contract of the cont	ertificate is
STATE OF California COUNTY OF Orange	
On this 27 day of March , 20 23 , before me, Hoang-Quyen Phu	Pham , personally appeared Sam Zaza ,
who proved to me on the basis of satisfactory evidence to be the person whose name is so the same in their authorized capacity, and that by the signature on the instrument the en	ibscribed to within the instrument and acknowledged to me that they executed
I certify, under penalty of perjury, under the laws of the State of <u>California</u>	that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	
Signature Hong Buyer Pour	HOANG-QUYEN P. PHAM Notary Public - California Orange County Commission # 2432970 My Comm. Expires Dec 31, 2026
CORPORATE CERTI	FICATION
The undersigned, the Secretary or Assistant Secretary of COREPOINTE II COMPANY, does hereby certify that the provisions of the resolutions of the respective are in force as of the date of this Certification.	
This Certification is executed in the City of Cleveland, Ohio, this March 19,	2023.
—DocuSigned by:	

Barry W. Moses, Assistant Secretary

POA No. N/A

Ву:

6B6415E7ADE548C...

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED AN	D EXECUTED
BID SCHEDULE	- 1	
BIDDER QUALIFICATIONS		
NO COLLUSION FORM		
LIST OF REFERENCES		<u></u>
DEBARMENT CERTIFICATION	9	
INTENTIONS IN SUBCONTRACTING (list in sealed envelope)	<u> </u>	MANAGAM CO
LEGAL ARIZONA WORKERS ACT COMPLIANCE		
ISRAEL BOYCOTT CERTIFICATION		_
NO FORCED LABOR CERTIFICATION	- X	
(SURETY) BID BOND		
CHECKLIST & ADDENDA ACKNOWLEDGMENT		
OFFER PAGE		_
CONTRACT PERFORMANCE WARRANTY		
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:	#4	#5
Initials D		
Date 1/17/24 1/23/24 1/24/29		
Signed and dated this 12 day of February, 2021		
Contractor: Falcone BCFS & ASSOCIA	yes Inc	
By:		
Hothory Falcone	terrent Cile Count	and bearing

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 112023 Walnut Springs Blvd Culvert Replacement. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, Arizona on or before, Thursday, February 1, 2024, 3:00 P.M. M.S.T.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

Contractor Subm	itting Bid:		For clarification of this offer, contact:
Falcone B Company Name	ros à Associ	Hes Inc	Name: Anthony Falcone
15885 N.	Equestrice	n trail	Phone No.: 520 - 780 - 2387
1100100			Fax 520 825 - 3002
THESON	A2	85139	
City	State	Zip	Email: FALCONE BROTHERS 1 Q of mail. com
			Signature of Authorized Person to Sign
			Anthory Falconl
			Printed Name Title
			FILE

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.



GILA COUNTY

CONTRACT PERFORMANCE WARRANTY (CPW-1)

l,	Anthon	ny F	alcor	ul	representing
FO	leone	13 mo's	& AS	SOCIOL	TN C (company name)

do hereby warranty the work performed for the:

BID NO. 112023 Walnut Springs Blvd. Culvert Replacement,

for a period of one (1) year from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date

2-1-2024



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #1: DATE: 01/17/24

CLARIFICATIONS:

Question: For the utility relocation, do we bid this item? Answer: No, it will be done by the individual utilities.

Question: The plans say done by others. If it is done by others, will it postpone the start of

construction?

Answer: No, all utilities will either already be moved before the Notice to proceed is issued or will come in after the work is done for final relocation after construction using the aspects of the project designed for the utilities.

Question: Does the county have a place for excess material, and a place for pipe removal?

Answer: Removal of material will need to be considered.

Question: Page 16, paragraph 1 "Purpose." Is the wrong project being referenced? Answer: Correct, the wrong project got referenced, this is not for the new cell on the Russell Gulch landfill, but walnut springs culvert replacement. This apparently got missed in our review.

Question: Page 18, Bid Schedule. Utility Relocation, 3 each. Plan sheet 4 of 11 calls for the TDS Telecom line to be relocated by TDS Telecom, JW Waterline to be relocated by JW Water and the 2" APS line to be relocated by APS. Should the Utility Relocation line item be removed from the bid schedule? Answer: See above.



Question: Page 18, Bid Schedule. Should Owners Contingency (item 9400001) be a dollar amount instead of a percentage to keep all bidders contingency amount equal? If left as is, do we calculate the 20% on the above line items to come up with a project total below the contingency line item? Answer: We're basing contingency on a percentage of the overall bid, similar to ADOT projects of a similar size.

Question: Utility relocations could affect the 90-day contract schedule. Will the County make allowances if the schedule is impacted by utility relocations?

Answer: Yes, as utility's relocation will be out of the contractors' hands, we will need to make allowances.

Question: Should we include quality control testing in our bid?

Answer: While it was not stated in the bid schedule, QC should have been included.



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #2: DATE: 01/23/24

CLARIFICATIONS:

1. Question: Would a pre-cast box culvert to ADOT's new precast box culvert standard detail and specification that was published in May 2023, suffice to replace the ADOT cast-in-place box culvert that was specified?

Answer: The use of pre-cast box culverts will not be allowed. Box culverts shall be cast-in-place."





GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #3: DATE: 01/24 01/24/24

CLARIFICATIONS:

Question: RFQ Page No. 4-5, Task 1-Will the documents be provided in a digital format prior to the commencement of the Site Visits?

Answer: Contractor needs to request the specific documents to overlook. Time will be allotted for Gila County to provide documents. Site visit will take place at an agreed time after the documents have been reviewed by the contractor. need to be requested from Gila County and the documents will be provided before site visit.

Question: RFQ Page No. 5, Task 2- Are the Site Visits to be scheduled for two days per landfill, or is two days the total duration for both landfills?

Answer: One day per landfill will be scheduled.

Question: RFQ Page No. 6, Task 5- Will a virtual option suffice for on-demand training?

Answer: Yes

Question: Is there any construction water source identified by the County for this project?

Answer: No water source was identified in the design. Construction water will need to be considered in the Bid.



Question: How should the owners' contingency be addressed on the bid schedule form?

Answer: This has already been addressed in Addendum #1. Contingency is based on a percentage of the overall bid, similar to ADOT projects of a similar size.

BID SCHEDULE

Unit prices shall include all labor and materials (including all applicable taxes and fees) necessary for a complete and secure final product unless otherwise noted on the Drawings or in these Specifications. Quantities listed for bid schedule items may be either increased, decreased, or deleted at the unit prices shown.

BASE BID SCHEDULE:

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANITITY	UNIT PRICE	AMOUNT
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	220	35.00	7,700.00
2020041	REMOVAL OF PIPE	LFT.	230	55.00	12,650.00
2030501	STRUCTURAL EXCAVATION	CU.YD.	280	125.00	35,000.00
2030506	STRUCTURE BACKFILL	CU.YD.	66	395.00	26,070.00
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	187	50.00	9,350.00
3030022	AGGREGATE BASE, CLASS 2 - 6 INCH DEPTH	CU.YD.	31	370.00	11,470.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) - 2.5 INCH DEPTH	TON	26	405.00	10,530.00
6010002	STRUCTURAL CONCRETE (CLASS S) (FC = 3,000)	ÇU.YD.	99	3,820.00	378,180.00
6050002	REINFORCING STEEL	LB.	13,932	3.00	41,796.00
7010005	MAINTENANCE AND PROTECTION OF TRAFFIC	LSUM	1	12,500.00	12,500.00
7030082	OBJECT MARKER (M-23) (TYPE 2)	EACH	4	750.00	3,000.00
7320090	ELECTRICAL CONDUIT (4") (PVC)	L.FT.	50	150.00	7,500.00
9010001	MOBILIZATION	L.SUM	1	65,000.00	65,000.00
9130007	RIPRAP (DUMPED) (D50 = 0.75', T = 1.5')	CU.YD.	127	425.00	53,975.00
9240010	FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS)	L.SUM	1	\$ 5,000.00	\$ 5,000.00
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1	30,000.00	30,00.00
	UTILITY RELOCATION No Cost Per Addenda No. 1	EACH	3	0.00	0.00
9400001	OWNERS CONTINGENCY				20%
	WALNUT SPRINGS	TOTAL:			851,665.20

Bid Items N/A excluded:		CONSTR
Wike L	2-1-24	18 19 19°
Signature Mike Abraham	Date	1-10
President		A CIEO
Title	Corporate Seal	187
J. Banicki Construction, Inc.	gi m	die
Company	Attest Tim McI	nnis

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 112023 WALNUT SPRINGS BLVD. CULVERT REPLACEMENT

	J. Banicki Construction, Inc.
	4720 E. Cotton Gin Loop, Ste. 240
	Phoenix, AZ 85040 (480) 921-8016
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract?
	Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3.	Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?Yes \underline{X} _No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4.	Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)?YesXNo. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5.	Current (ROC) Contractor Business Arizona License Number: ROC 091410
	(If Applicable)
	Mike
	Signature of Authorized Representative
	Mike Abraham
	Printed Name
	President
	Title

CERTIFYING THAT THERE WAS NO COLLUSION

IN BIDDING FOR CONTRACT

STATE OF ARIZONA)		
) ss		
COUNTY OF GILA)		
(Name of Individual)	Mike Abraham		
being first duly swori	n, deposes and says:		
That he or she is	President		
	(Title)		
Of J. Banicki Con	nstruction, Inc.		and
	(Na	me of Business)	
That he or sh	e is submitting a bid on Wal	nut Springs Blvd. Culvert Replacemen	t IFB NO. 112023 and,
That pursuar	nt to Section 112 (C) of Title 2	23 USC, he or she certifies as follows:	
•		h the said (Name of Business) <u>J. Bani</u>	
action in restraint of	free-competitive bidding in c	ement, participated in any collusion connection with the above-mentioned	, or otherwise taken an d service.
Name of Bus	iness J. Banicki Construc	ction, Inc.	
By Mike	Abraham		
Title Presid	lent		
-		1st day of February	2024
Notary Public	KAREN SAMPSON Notary Public, State of Arizone Maricopa County Commission #614744 My Commission Expires November 10, 2025	nmission expires: <u>11-10-25</u>	

LIST OF REFERENCES

On separate pages, the Bidder is required to submit a minimum of three (3) references for similar work completed in the last three (3) years. Each reference must contain the following:

- Name, address, and telephone number of contracting agency or company, and the contact person who may be contacted for verification of all data submitted.
- 2. Narrative summary of the specific services performed and the results of such services.
- 3. Site Location
- 4. Names of key personnel
- 5. Dates of the services / contract
- 6. Total funding of specific project / contract
- 7. Names, addresses, and telephone numbers of all major subcontractors used
- 8. Start and completion dates of work performed

SEE Attached

Project Experience

Schultz Creek Crossing – Mount Elden Lookout Road

Description: This NEPA / USFS permitted project provided stormwater infrastructure upgrades to Mount Elden Lookout Road in response to increased flow from the Schultz Creek watershed as a result of the 2022 Pipeline Fire. Banicki was brought on at the 60% design phase to partner with Coconino County Public Works and Natural Channel Design to manage utility conflicts, provide value engineering, plan construction activities around three Kinder Morgan high-pressure gas lines, and perform design and constructability reviews that led to construction starting the same day NEPA clearance was received.

Project scope included a 36' x 8' x 4' modified triple barrel CIP box culvert (8' x 5' inner barrel); CIP cutoff walls; CIP headwalls; Contech ArmorFlex articulated concrete blocks; riprap reinforced channels; rock sills with 30" rock; cross vane weir with 48" rock; APS and Lumen utility relocations; guardrail; and a pavement section rebuild. A temporary detour road with automated traffic signals was constructed in order for Mount Elden Lookout Road to remain open throughout all construction.

Design Phase Services: One of the dynamics of this project involved construction occurring adjacent to three Kinder Morgan high-pressure gas lines, including the installation of articulated concrete blocks (ACBs) directly over Kinder Morgan's gas lines with minimal clearance. Kinder Morgan's preferred supplier and subcontractor for the ACBs was very costly, thus Banicki worked directly with Natural Channel Design and Contech to identify a cost effective ACB system that could withstand the design shear stress, flow velocities, and Kinder Morgan clearance requirements. Banicki also selfperformed the installation of the ACBs over Kinder Morgan's gas lines, saving the County \$95K for this scope of work during preconstruction.

Role: Prime Contractor | 93% self-performed Location: Flagstaff, AZ Owner: Coconino County Completed: September, 2023

Original | Final Duration: 90 working days | 74 working days Original | Final Cost: \$1.85M | \$1.78M (Underrun on Owner's contingency, Kinder Morgan hourly monitoring, and deletion of two pull boxes.)

References: (1) Nate Reisner, PE, Coconino County Public Works – Assistant County Engineer, 928.856.1445, nreisner@coconino.az.gov (2) Michael Kearly, PE, CFM, Natural Channel Design – Senior Engineer, 928.863.8604, mike@naturalchanneldesign.com

Major Subcontractors

Rural Electric 9502 E. Main St. Mesa, AZ 85207 John Colonna (480) 986-1488 Paradise Rebar 2547 W. Jackson St. Phoenix, AZ 85009 Joel Raschke (602) 447-0839

PROJECT EXPERIENCE

Back O' Beyond Low Water Crossing Improvements

Description: This drainage improvement project was constructed to alleviate flooding on Back O' Beyond Road in Sedona, the only road into the Back O' Beyond Ranch community. Surrounded by steep terrain and hard rock with no relief for stormwater, Back O' Beyond Road would consistently flood during storm events at the low water crossing. Maintaining 100% access for the community throughout all phases of construction was paramount.

Project scope included an 80' x 3' x 12' Jensen Precast segmental box culvert installed under the roadway in two-phases to maintain traffic. Banicki constructed ABC detour roads with temporary traffic signals to ensure the only access to the neighborhood remained open at all times. Further project scope included CIP headwalls and aprons; CIP drop structure; solid rock excavation; protect in place of a high-pressure gas line; gabion erosion mattress; gabion lined channels; rip rap channels; handrail; guardrail; and a new AC pavement section.

Design Phase Services: Banicki leveraged our established partnership with Jensen Precast to secure the precast box segments within a mere ten weeks, surpassing our initial timeline by eight weeks. This accelerated acquisition enabled the project to commence ahead of schedule.

Role: Prime Contractor | 92% self-performed

Location: Sedona, AZ Owner: City of Sedona

Completed: August, 2023

Original | Final Duration: 150 calendar days | 86 calendar days

(Completed over two months ahead of schedule.)

Original | Final Cost: \$849K | \$856K (Owner initiated change order for additional rip rap behind the guardrail.)

Owner Reference: Johnathan Hoffman, Sedona Public Works – Assistant Engineer, 928.203.5124, jhoffman@sedonaaz.gov

Major Subcontractors

J. Co. Contracting
P.O. Box 3787, Prescott, AZ 86302
Courtney Nagel (928) 277-4617

Quail Construction 7200 E. 31st Pl, Yuma, AZ 85365 Scott Nickerson (928) 314-1212

Project Experience

Sunset Drive Crossing Drainage Improvements

Description: This drainage improvement project was constructed to alleviate flooding on Sunset Drive in Sedona, located in the center of the Northview and Nepenthe neighborhoods. Sunset Drive would frequently flood at the low water crossing across Carroll Canyon Wash due to there being no capacity for runoff under the existing roadway, thus this project was a priority for Sedona and their residents.

Banicki installed a 58' long x 8.25' tall x 20' wide CONTECH CON/SPAN® precast segmental drainage archway in Carroll Canyon Wash to provide a relief route for stormwater under Sunset Drive. 2,500 CY of fill material was placed over the drainage archway to reprofile Sunset Drive – raising the profile of the road by 10' to provide a smoother driving transition across the new drainage archway. Further project scope included a full roadway rebuild along 500' of Sunset Drive; CIP cutoff walls; CIP headwalls; rip rap channels; HDPE drainage; catch basins; 10' Sedona red colored concrete multi-use path; stamped concrete crosswalks; curb and gutter; ADA ramps; handrail; and natural stone retaining walls.

Banicki Benefit: Sunset Drive was the primary access to the popular Sunset Park and Sedona Community Food Bank that so many residents depend on, thus Banicki performed extensive community outreach during preconstruction. We published and distributed bulletins throughout the community detailing the reason for the project, the accelerated construction schedule, and clear pedestrian and vehicular detour routes. Our outstanding supplier relationship with CONTECH also proved critical in ensuring the CONTECH CON/SPAN® Drainage Archway sections were fabricated in-line with our aggressive schedule.

Role: Prime Contractor | 85% self-performed

Location: Sedona, AZ Owner: City of Sedona

Completed: March, 2021

Original | Final Duration: 120 working days | 85 working days (Completed seven weeks ahead of schedule.)

Original | Final Cost: \$957K | \$989K (Owner initiated change order to construct additional natural stone retaining walls.)

Owner Reference: Andy Dickey, PE, City of Sedona – Deputy City Manager, 928.203.5059, adickey@sedonaar.gov

Major Subcontractors

Paradise Rebar 2547 W. Jackson St. Phoenix, AZ 85009 Joel Raschke (602) 447-0839

Marco Crane & Rigging P.O. Box 18008, Phoenix, AZ 85005 Charles Goss (602) 272-2671 Precision Structural Concrete 145 Western Ave., Clarkdale, AZ 86324 Brian Herman (928) 301-3372

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS

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

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

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

Mike Abraham, President	
Typed Name and Title of Authorized	Representative
Mike	2
Signature of Authorized Representati	ive
	am unable to certify the above statements. My explanation is attached.

INTENTIONS CONCERNING SUBCONTRACTING

For the use of the Owner in determining competence and capability of those who will work on the Owner's project, the Bidder is required to submit with his bid a list naming the subcontractors who will be used in the performance of the work. This list shall be filled out and enclosed in an opaque sealed envelope bearing the title, "List of Subcontractors," and the name of the Bidder.

The Bidder will be required to establish to the satisfaction of the Owner and Engineer, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents. Persons or entities proposed by the Bidder and to whom the Owner and Engineer have made no reasonable objection must be used to perform the work for which they were proposed and shall not be changed except with the written consent of the Owner.

At the time of the submission of bids on Bid No. 112023 Walnut Springs Blvd Culvert Replacement, my intention concerning subcontracting a portion of the work is as indicated below.

X	YES, it is my intention to subcontract a portion of the work.		
	NO, it is not my intention to subcontract a portion of the work.		
	While		
	Signature of Authorized Representative		
	Mike Abraham		
	Printed Name		
	President		

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Wife			
Signature of Authorized Representative			
Mike Abraham			
Printed Name			
President	_		
Title			

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: <u>2-1-24</u>
White 2
Signature of Authorized Representative
Mike Abraham
Printed Name
President
President
Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date:2-1-24	
Mikel	
Signature of Authorized Representative	
Mike Abraham	
Printed Name	
President	_
Title	

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned J. Banicki Construction, Inc.				
as Principal, hereinafter called the Principal, and Travelers C	Casualty and Surety Company of America			
a corporation duly organized under the laws of the State of	Connecticut			
as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bld, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.				
WHEREAS, the Principal is herewith submitting its proposal for	:			
BID NO. 112023 WALNUT SPRINGS BL	D. CULVERT REPLACEMENT			
NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein. IN WITNESS WHEREOF, we hereunto set our hands and seals: 1/25/2024 Principal J. Banicki Construction Inc. 1/25/2024 Principal J. Banicki Construction Inc.				
* SEC	Travelers Casualty and Surety Company of America ACCUPUL Attorney-in-Fact Jessica L. Piccirillo			
THE MIKE Abraham, President A	ne Tower Square, Hartford, CT 06183 ddress, Attorney-in-Fact ubscribed and sworn to before me			
ti	als 25th day of January 20 24			
	iy commission expires: 11/30/2027 NOTARY PUBLIC MY COMM EXP 11/30/2027 CONNECTICUT			
	otary Public Amanda Kelsey Joyino			



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jessica Piccirillo , of Farmington, CT, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: N/A

Principal: J. Banicki Construction, Inc.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of April, 2021.









State of Connecticut

City of Hartford ss.

By: Robert L. Raney. Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTARY PUBLIC DAME & Maril Name

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25thday of

January

, 2024









Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUM	REQUIRED DOCUMENT			COMPLETED AND	DEXECUTED
BID SCHEDULE	BID SCHEDULE			X	
BIDDER QUALIFICA	TIONS			X	
NO COLLUSION FO	NO COLLUSION FORM				
LIST OF REFERENCE	LIST OF REFERENCES				· ••••
DEBARMENT CERTI	DEBARMENT CERTIFICATION				
INTENTIONS IN SUE	INTENTIONS IN SUBCONTRACTING (list in sealed envelope)				
LEGAL ARIZONA W	LEGAL ARIZONA WORKERS ACT COMPLIANCE				
ISRAEL BOYCOTT CE	ISRAEL BOYCOTT CERTIFICATION				
NO FORCED LABOR	NO FORCED LABOR CERTIFICATION				MANAGEMENT -
(SURETY) BID BOND				X	
CHECKLIST & ADDENDA ACKNOWLEDGMENT				X	
OFFER PAGE			X		
CONTRACT PERFORMANCE WARRANTY				X	
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA: #1 #2 #3 #4 #5					#5
Initials	MA	MA	Mes		
Date	1-17-24	1-23-24	1-24-24		
Signed and dated this _	_lst day of	February	2024		
Contractor: J. Banicki Construction, Inc. By: Mike Abraham					and bank of

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 112023 Walnut Springs Blvd Culvert Replacement. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, Arizona on or before, Thursday, February 1, 2024, 3:00 P.M. M.S.T.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

Contractor Submitting Bid:			For clarification of this offer, contact:
J. Banicki Construction, Inc. Company Name			Name: Mike Abraham
4720 E. Cotton Gin Loop, Ste. 240			Phone No.: (480) 921-8016
Address Phoenix	AZ	85040	Fax (480) 921-9456
City	State	Zip	Signature of Authorized Person to Sign Mike Abraham Printed Name President Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, Mike Abraham	, representing
J. Banicki Construction, Inc.	(company name)
do hereby warranty the work performed for the:	
BID NO. 112023 Walnut Springs Blvd. Culvert Replace	ement,
for a period of one (1) year from completion of said w	ork.
Said work shall be free from defects which would caus	se the work not to perform in its intended manner.
Mike	2-1-24
(Officer, Partner, Owner)	Date



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #3: DATE: 01/24 01/24/24

CLARIFICATIONS:

Question: RFQ Page No. 4-5, Task 1-Will the documents be provided in a digital format prior to the commencement of the Site Visits?

Answer: Contractor needs to request the specific documents to overlook. Time will be allotted for Gila County to provide documents. Site visit will take place at an agreed time after the documents have been reviewed by the contractor. need to be requested from Gila County and the documents will be provided before site visit.

Question: RFQ Page No. 5, Task 2- Are the Site Visits to be scheduled for two days per landfill, or is two days the total duration for both landfills?

Answer: One day per landfill will be scheduled.

Question: RFQ Page No. 6, Task 5- Will a virtual option suffice for on-demand training?

Answer: Yes

Question: Is there any construction water source identified by the County for this project?

Answer: No water source was identified in the design. Construction water will need to be considered in the Bid.

INVITATION FOR BIDS NO. 112023 ADDENDUM #3

Question: How should the owners' contingency be addressed on the bid schedule form?
Answer: This has already been addressed in Addendum #1. Contingency is based on a percentage of the overall bid, similar to ADOT projects of a similar size.
INVITATION FOR BIDS NO. 112023 ADDENDUM #3



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #2: DATE: 01/23/24

CLARIFICATIONS:

1. Question: Would a pre-cast box culvert to ADOT's new precast box culvert standard detail and specification that was published in May 2023, suffice to replace the ADOT cast-in-place box culvert that was specified?

Answer: The use of pre-cast box culverts will not be allowed. Box culverts shall be cast-in-place."



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #1: DATE: 01/17/24

CLARIFICATIONS:

Question: For the utility relocation, do we bid this item? Answer: No, it will be done by the individual utilities.

Question: The plans say done by others. If it is done by others, will it postpone the start of construction?

Answer: No, all utilities will either already be moved before the Notice to proceed is issued or will come in after the work is done for final relocation after construction using the aspects of the project designed for the utilities.

Question: Does the county have a place for excess material, and a place for pipe removal? Answer: Removal of material will need to be considered.

Question: Page 16, paragraph 1 "Purpose." Is the wrong project being referenced?

Answer: Correct, the wrong project got referenced, this is not for the new cell on the Russell Gulch landfill, but walnut springs culvert replacement. This apparently got missed in our review.

Question: Page 18, Bid Schedule. Utility Relocation, 3 each. Plan sheet 4 of 11 calls for the TDS Telecom line to be relocated by TDS Telecom, JW Waterline to be relocated by JW Water and the 2" APS line to be relocated by APS. Should the Utility Relocation line item be removed from the bid schedule?

Answer: See above.

INVITATION FOR BIDS NO. 112023 ADDENDUM #1 Question: Page 18, Bid Schedule. Should Owners Contingency (item 9400001) be a dollar amount instead of a percentage to keep all bidders contingency amount equal? If left as is, do we calculate the 20% on the above line items to come up with a project total below the contingency line item?

Answer: We're basing contingency on a percentage of the overall bid, similar to ADOT projects of a similar size.

Question: Utility relocations could affect the 90-day contract schedule. Will the County make allowances if the schedule is impacted by utility relocations?

Answer: Yes, as utility's relocation will be out of the contractors' hands, we will need to make allowances.

Question: Should we include quality control testing in our bid?

Answer: While it was not stated in the bid schedule, QC should have been included.

BID SCHEDULE

Unit prices shall include all labor and materials (including all applicable taxes and fees) necessary for a complete and secure final product unless otherwise noted on the Drawings or in these Specifications. Quantities listed for bid schedule items may be either increased, decreased, or deleted at the unit prices shown.

BASE BID SCHEDULE:

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANITITY	UNIT PRICE	AMOUNT	
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	220	\$ 55.00	\$ 12,100.0	
2020041	REMOVAL OF PIPE	L.FT.	230	\$210.00	\$ 48,300 00	
2030501	STRUCTURAL EXCAVATION	CU.YD.	280	\$260.00	\$72,808.00	
2030506	STRUCTURE BACKFILL	CU.YD.	66	\$600.00	\$39,600.0	
2050001	2010 157 415 7					
3030022	AGGREGATE BASE, CLASS 2 - 6 INCH DEPTH	CU.YD.	31	\$300.00	\$ 9,300.00	
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) - 2.5 INCH DEPTH	TON	26	\$2000.00	\$52,000.00	
6010002	STRUCTURAL CONCRETE (CLASS S) (FC = 3,000)	CU.YD.	99	\$4200.00	\$ 415,900.00	
6050002	REINFORCING STEEL	LB.	13,932	\$3.75	\$52,245,0	
7010005	MAINTENANCE AND PROTECTION OF TRAFFIC	L.SUM	1	\$15,500.00	\$15,500.00	
7030082	OBJECT MARKER (M-23) (TYPE 2)	EACH	4	\$1,200.00	\$ 4,800.50	
7320090	ELECTRICAL CONDUIT (4") (PVC)	LFT.	50	\$150.00	\$7,500.00	
9010001	MOBILIZATION	L.SUM	1	\$ 85,000.00	\$ 85,000.00	
9130007	RIPRAP (DUMPED) (D50 = 0.75', T = 1.5')	CU.YD.	127	\$ 750.00	\$ 95,250.00	
9240010	FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS)	L.SUM	1	\$ 5,000.00	\$ 5,000.00	
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1	\$25,010.00	\$25,000.00	
	UTILITY RELOCATION	EACH	3			
9400001	OWNERS CONTINGENCY			\$190,470.00	20%	
	WALNUT SPRINGS	TOTAL:		#	1,142,820.00	

Bid Items excluded:	
MINTER	02/01/2024 COMPANY
Signature Mark Sutton	Date
President	
Title	Corporate Soal Co. So. So. So. So. So. So. So. So. So. S
Meridian Engineering Company Company	Attest

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Con	tract Number 112023 WALNUT SPRINGS BLVD. CULVERT REPLACEMENT					
The	applicant submitting this bid warrants the following:					
1.	Name, Address, and Telephone Number of Principal Contractor:					
	Meridian Engineering Company					
	3855 N. Business Center Dr., Tucson AZ 85705					
	520.878.0500					
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract?					
	Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.					
3.	Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?YesXNo. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.					
4.	. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)?YesXNo. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.					
5.	Current (ROC) Contractor Business Arizona License Number: A - ROC182688 B-01 - ROC182710					
	(If Applicable)					
	Signature of Authorized Representative					
	_Mark Sutton					
	Printed Name					
	President					
	Title					

CERTIFYING THAT THERE WAS NO COLLUSION

IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
) ss
COUNTY OF CALLEX PIMA)
(Name of Individual) Mark	Sutton
being first duly sworn, deposes	and says:
That he or she is President	
	(Title)
Of Meridian Engineering	g Company and
	(Name of Business)
That he or she is subm	itting a bid on Walnut Springs Blvd. Culvert Replacement IFB NO. 112023 and,
That pursuant to Section	on 112 (C) of Title 23 USC, he or she certifies as follows:
That neither he or she nor anyo	one associated with the said (Name of Business)
Meri	dian Engineering Company
has, directly, or indirectly, ento action in restraint of free-comp	ered into any agreement, participated in any collusion, or otherwise taken are etitive bidding in connection with the above-mentioned service.
Name of Business M	eridian Engineering Company
Title President	
Subscribed and sworn	to before me this 1st day of February 2024.
Amy Mula Notary Public	My Commission expires: November 22, 2026 AMY M VAN HORN Notary Public - Arizona Pima County Commission # 638466 My Commission Expires November 22, 2026

On separate pages, the Bidder is required to submit a minimum of three (3) references for similar work completed in the last three (3) years. Each reference must contain the following:

- 1. Name, address, and telephone number of contracting agency or company, and the contact person who may be contacted for verification of all data submitted.
- 2. Narrative summary of the specific services performed and the results of such services.
- 3. Site Location
- 4. Names of key personnel
- 5. Dates of the services / contract
- 6. Total funding of specific project / contract
- 7. Names, addresses, and telephone numbers of all major subcontractors used
- 8. Start and completion dates of work performed

REFERENCE 1

1. Name, address, and telephone number of contracting agency or company, and the contact person who may be contacted for verification of all data submitted.

Adam Johnston Tucson Resident Office 5205 East Comanche Street Building 1605 Tucson, Arizona 85707-5000

- 2. Narrative summary of the specific services performed and the results of such services.

 Box Culvert, Roadway grading, riprap, AB Surface course
- 3. Site Location: San Miguel, Arizona
- 4. Names of key personnel: Mr. Adam Johnston
- 5. Dates of the services / contract: September 7, 2021
- 6. Total funding of specific project / contract: \$8,980,000.00
- Names, addresses, and telephone numbers of all major subcontractors used Michelle, 520-624-9860
 Brown & White, PO Box 27283, Tucson, AZ, 85726
- 8. Start and completion dates of work performed: 09 /30 /2021 11 /15 /2022

REFERENCE 2

1. Name, address, and telephone number of contracting agency or company, and the contact person who may be contacted for verification of all data submitted.

Andrew Coit
Construction Operations Engineer
FHWA – Central Federal Lands
12300 W. Dakota Ave, Lakewood, CO 80228

Office: (720) 963-3528 Cell: (720) 775-9284

- 2. Narrative summary of the specific services performed and the results of such services. Wingwalls, pipe removal, riprap, roadway grading, surface course
- 3. Site Location: Alpine, Arizona
- 4. Names of key personnel: Mr. Andrew Coit
- 5. Dates of the services / contract: September 2, 2020
- 6. Total funding of specific project / contract: \$843,850.00
- Names, addresses, and telephone numbers of all major subcontractors used
 N/A
- 8. Start and completion dates of work performed: 09 /2 /2020 03 /20 /2021

REFERENCE 3

1. Name, address, and telephone number of contracting agency or company, and the contact person who may be contacted for verification of all data submitted.

Nathan Roush BLM OC-NOC CONST A&E SEC(OC664) DENVER FEDERAL CENTER BLDG. 50 POB 25047

DENVER CO 80225 Phone: (303) 236-2211

- 2. Narrative summary of the specific services performed and the results of such services. Box Culverts, pipe culverts, riprap, roadway grading, surface course
- 3. Site Location: Casa Grande, Arizona
- 4. Names of key personnel: Mr. Nathan Roush
- 5. Dates of the services / contract: September 08, 2020
- 6. Total funding of specific project / contract: \$2,292,649.00
- Names, addresses, and telephone numbers of all major subcontractors used
 N /A
- 8. Start and completion dates of work performed: 10 /21 /2020 08 /15 /2022

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

Mark Sutton, President
Typed Name and Title of Authorized Representative
Signature of Authorized Representative

INTENTIONS CONCERNING SUBCONTRACTING

For the use of the Owner in determining competence and capability of those who will work on the Owner's project, the Bidder is required to submit with his bid a list naming the subcontractors who will be used in the performance of the work. This list shall be filled out and enclosed in an opaque sealed envelope bearing the title, "List of Subcontractors," and the name of the Bidder.

The Bidder will be required to establish to the satisfaction of the Owner and Engineer, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents. Persons or entities proposed by the Bidder and to whom the Owner and Engineer have made no reasonable objection must be used to perform the work for which they were proposed and shall not be changed except with the written consent of the Owner.

At the time of the submission of bids on Bid No. 112023 Walnut Springs Blvd Culvert Replacement, my intention concerning subcontracting a portion of the work is as indicated below.

VZ (YES.	it is	s my	intention	to	subcontract a	portion	of the	work.

NO, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Mark Sutton

Printed Name

President

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Signature of Authorized Representative

Mark Sutton

Printed Name

President

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 02/01/2024
Mix(s)
Signature of Authorized Representative
Signature of Authorized Representative
Mark Sutton
Printed Name
President
Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

Certification of No Forced Labor

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 02/01/2024
Signature of Authorized Representative
Mark Sutton
Printed Name
President
Title

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the unders	
as Principal, hereinafter called the Principal, and Travelers	Casualty and Surety Company of America
a corporation duly organized under the laws of the State o	Connecticut
as Surety, hereinafter called the Surety, holding a certificate by the Director of the Department of Insurance, are held a called the Obligee, in the sum of ten percent (10%) of the work described below, for the payment of which sum well a bind ourselves, our heirs, executors, administrators, succepresents.	and firmly bound unto Gila County as Obligee, hereinafter amount bid, submitted by Principal to Gila County for the and truly to be made, the said Principal and the said Surety
WHEREAS, the Principal is herewith submitting its proposa	for:
BID NO. 112023 WALNUT SPRINGS	BLVD. CULVERT REPLACEMENT
NOW THEREFORE, if the Obligee, acting by and through its I and the Principal shall enter into contract with the Obliges such bonds and certificates of insurance as may be specified for the faithful performance of such contract and for the prosecution thereof, or in the event of the failure of the Pricertificates of insurance, if the Principal shall pay to the Obbetween the amount specified in the proposal and such larg with another party to perform the work covered by the profull force and effect provided, however, that this bond is eliabilities on this bond shall be determined in accordance we copied at length herein.	e in accordance with the terms of such proposal, and give in the contract documents with good and sufficient surety prompt payment of labor and material furnished in the incipal to enter into such contract and give such bonds and ligee the difference not to exceed the penalty of the bond er amount for which the Obligee may in good faith contract posal then this obligation is void. Otherwise, it remains in secuted pursuant to the provisions of ARS '34-201, and all with the provisions of the section to the extent as if it were
	Secretary Control of the Secretary
Principal Meridian Engineering Company By Title: Therefore The Company	Travelers Casualty and Surety Company of America By Attorney-in-Fact Melanie Ankeney 7220 N. 16th Street, Building K Phoenix, AZ 85020 Address, Attorney-in-Fact Subscribed and sworn to before me
6.70	this 24 day of January 2024
0 3 7	My commission expires: 3-12-2027
	Notary Public Dand J. MCKB
ANYEN GOV	OFFICIAL SFAL
IFB 112023/WALNUT SPRINGS BLVD CULVERT REPLACEMENT	NOTARY PUBLIC - ARIZONA MARICOPA COUNTY COMM# 645710 My Comm. Expires March 12, 2027



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Melanie Ankeney of PHOENIX , Arizona , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF. I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th aday of a January

2024

Charles and the same of the sa

Kevin F Hughes Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:							
REQUIRED DOCUM	COMPLETED AN	DEXECUTED					
BID SCHEDULE	BID SCHEDULE						
BIDDER QUALIFICA	ATIONS						
NO COLLUSION FO	ORM						
LIST OF REFERENCE	ŒS						
DEBARMENT CERT	IFICATION						
INTENTIONS IN SU	BCONTRACTING (list	in sealed envel	ope)		_		
LEGAL ARIZONA W	ORKERS ACT COMPL	IANCE		Na	-04/90/00/00/00/00		
ISRAEL BOYCOTT	CERTIFICATION						
NO FORCED LABO	R CERTIFICATION						
(SURETY) BID BON	D						
•	ENDA ACKNOWLEDG	MENT					
OFFER PAGE							
	RMANCE WARRANT	1					
COMINACI LEGIOGRAPHICE MARINEST .							
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:							
	#1	#2	#3	#4	#5		
Initials	m	Marian de la composition della					
Date	01.17.2024	01.23.2024	01.24.2024				
Signed and dated this							
Co	ontractor: Meridia	n Engineerin	g Company				

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 112023 Walnut Springs Blvd Culvert Replacement. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, Arizona on or before, Thursday, February 1, 2024, 3:00 P.M. M.S.T

By: Mark Sutton, President

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

Contractor Subi	mitting Bid:		For clarification of this offer, contact:
Meridian Er	ngineering Com	npany	Name: Shagun Jain
Company Name	•		
3855 N. Bus	siness Center [Or.	Phone No.: 520.878.0500
Address			F
Tucson	AZ	85705	Fax
City	State	Zip	Signature of Authorized Person to Sign Mark Sutton Printed Name
			President Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Meridian Engineering Company is now bound to provide the materials or services listed in IFB No.: 112023 Walnut Springs Blvd Culvert Replacement, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as <u>Contract No. 112023</u>. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

Written hotice to proceed from the country.		
IN WITNESS WHEREOF, TWO (2) identical consignatures, and for all purposes shall be deem hereinabove named, on this	med an original thereof, have be	en duly executed by the parties
GILA COUNTY BOARD OF SUPERVISORS:		
Steve Christensen, Chairman, Board of Super	visors	
ATTEST:		
James Menlove, Clerk of the Board of Superv	isors	
APPROVED AS TO FORM:		
The Gila County Attorney's Office		

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY (CPW-1)

l,	representing
	(company name)
do hereby warranty the work performed for	the:
BID NO. 112023 Walnut Springs Blvd. Culver	rt Replacement,
for a period of one (1) year from completion	of said work.
Said work shall be free from defects which w	ould cause the work not to perform in its intended manner.
(Officer, Partner, Owner)	Date



GILA COUNTY

INVITATION FOR BIDS NO. 112023

WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #1: DATE: 01/17/24

CLARIFICATIONS:

Question: For the utility relocation, do we bid this item? **Answer: No, it will be done by the individual utilities.**

Question: The plans say done by others. If it is done by others, will it postpone the start of

construction?

Answer: No, all utilities will either already be moved before the Notice to proceed is issued or will come in after the work is done for final relocation after construction using the aspects of the project designed for the utilities.

Question: Does the county have a place for excess material, and a place for pipe removal?

Answer: Removal of material will need to be considered.

Question: Page 16, paragraph 1 "Purpose." Is the wrong project being referenced?

Answer: Correct, the wrong project got referenced, this is not for the new cell on the Russell Gulch landfill, but walnut springs culvert replacement. This apparently got missed in our review.

Question: Page 18, Bid Schedule. Utility Relocation, 3 each. Plan sheet 4 of 11 calls for the TDS Telecom line to be relocated by TDS Telecom, JW Waterline to be relocated by JW Water and the 2" APS line to be relocated by APS. Should the Utility Relocation line item be removed from the bid schedule?

Answer: See above.

Question: Page 18, Bid Schedule. Should Owners Contingency (item 9400001) be a dollar amount instead of a percentage to keep all bidders contingency amount equal? If left as is, do we calculate the 20% on the above line items to come up with a project total below the contingency line item?

Answer: We're basing contingency on a percentage of the overall bid, similar to ADOT projects of a similar size.

Question: Utility relocations could affect the 90-day contract schedule. Will the County make allowances if the schedule is impacted by utility relocations?

Answer: Yes, as utility's relocation will be out of the contractors' hands, we will need to make allowances.

Question: Should we include quality control testing in our bid?

Answer: While it was not stated in the bid schedule, QC should have been included.



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #2: DATE: 01/23/24

CLARIFICATIONS:

1. Question: Would a pre-cast box culvert to ADOT's new precast box culvert standard detail and specification that was published in May 2023, suffice to replace the ADOT cast-in-place box culvert that was specified?

Answer: The use of pre-cast box culverts will not be allowed. Box culverts shall be cast-in-place."



GILA COUNTY

INVITATION FOR BIDS NO. 112023 WALNUT SPRINGS BLVD CULVERT REPLACEMENT

ADDENDUM #3: DATE: 01/24 01/24/24

CLARIFICATIONS:

Question: RFQ Page No. 4-5, Task 1-Will the documents be provided in a digital format prior to the commencement of the Site Visits?

Answer: Contractor needs to request the specific documents to overlook. Time will be allotted for Gila County to provide documents. Site visit will take place at an agreed time after the documents have been reviewed by the contractor. need to be requested from Gila County and the documents will be provided before site visit.

Question: RFQ Page No. 5, Task 2- Are the Site Visits to be scheduled for two days per landfill, or is two days the total duration for both landfills?

Answer: One day per landfill will be scheduled.

Question: RFQ Page No. 6, Task 5- Will a virtual option suffice for on-demand training?

Answer: Yes

Question: Is there any construction water source identified by the County for this project?

Answer: No water source was identified in the design. Construction water will need to be considered in the Bid.

INVITATION FOR BIDS NO. 112023 ADDENDUM #3 Question: How should the owners' contingency be addressed on the bid schedule form?

Answer: This has already been addressed in Addendum #1. Contingency is based on a percentage of the overall bid, similar to ADOT projects of a similar size.

Regular Agenda Item 2. G.

Regular BOS Meeting

Meeting Date: 03/05/2024

<u>Submitted For:</u> Carl Melford, Emergency Management Program Manager <u>Submitted By:</u> Carl Melford, Emergency Management Program Manager

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

<u>Division:</u> Emergency Management

Information

Request/Subject

Salt River Project Agricultural Improvement Project Selection.

Background Information

On February 7, 2023, the Gila County Board of Supervisors signed a Memorandum of Understanding with Salt River Project (SRP) to tackle forest thinning/wildfire reduction projects on National Forest Service lands. This partnership entailed a financial contribution of \$5,000 per year and helps to leverage additional state and federal dollars. Gila County must select from 3 proposed projects to support. The health of the National Forest System lands managed by the U.S. Forest Service (USFS) in Arizona affects water supplies, water quality, water infrastructure, wildlife habitat, public safety, natural resources, recreation, and the economic vitality of the surrounding and downstream communities.

In recent decades, forest ecosystems have experienced unnaturally large and intense wildfires that have adversely impacted Gila County communities, businesses, and residents. Forest restoration activities improve watershed and forest health and reduce the threat of large, high-severity wildfires and corresponding impacts such as (1) catastrophic floods, (2) increased erosion and resulting sedimentation, (3) damage to water storage and delivery infrastructure, (4) damage to electric generation, transmission and distribution infrastructure, (5) devastating impacts to natural resources, and (6) destruction of rural communities. SRP is responsible for the care, operation, and maintenance of a water system that includes seven water storage reservoirs in central Arizona – two reservoirs located in the Verde River watershed, four reservoirs in the Salt River watershed, and one reservoir in the East Clear Creek watershed within the Little Colorado River system. These reservoirs are part of the Salt River Federal Reclamation Project and collect water from a combined drainage area of about 8,365,000 acres. Salt River Project manages stored water for the benefit of its shareholders and other water rights holders in the Salt River Valley and Northern Gila County. Gila County has partnered with SRP to invest in and implement forest restoration, including forest thinning treatments and associated activities that are required to accomplish forest

restoration on National Forest System lands or other forest lands within the C.C. Cragin Watershed and Salt and Verde River Watersheds within or adjacent to Gila County.

Evaluation

SRP is seeking Gila County's input on selecting from 3 proposed projects: The Pico Pino Fuels Reduction Project, the Haigler Creek Phase 1 Mastication Project, or the South Payson Phase 1 Mastication Project.

The proposed projects all provide significant benefits to Gila County, its forests, watersheds, and the safety of its residents. However, currently the South Payson Mastication Project appears to have the highest cost-benefit as it covers the largest geographical are and provides significant wildfire mitigation in one on the highest risk areas for wildfire. The South Payson Mastication Project mitigates an area that is prone to roadside fire starts. In our geographical location, wildfire is most likely to travel northeast driven by prevailing winds out of the southwest. Wildfire also spreads more rapidly when traveling uphill. This project would significantly decrease the risk of wildfire spreading from Highway 87, into Payson, Star Valley and Pine/Strawberry. In addition, this also mitigates the risk of post-fire flooding that would affect Tonto Creek, Tonto Basin, and the residences and infrastructure within proximity of the watershed.

Conclusion

The South Payson Mastication Project appears to have the highest cost-benefit as it covers the largest geographical are and provides significant wildfire mitigation in one on the highest risk areas for wildfire. The South Payson Mastication Project mitigates an area that is prone to roadside fire starts. In our geographical location, wildfire is most likely to travel northeast driven by prevailing winds out of the southwest. Wildfire also spreads more rapidly when traveling uphill. This project would significantly decrease the risk of wildfire spreading from Highway 87, into Payson, Star Valley and Pine/Strawberry. In addition, this also mitigates the risk of post-fire flooding that would affect Tonto Creek, Tonto Basin, and the residences and infrastructure within proximity of the watershed.

Recommendation

It is the recommendation of the Gila County Emergency Manager to select the South Payson Mastication Project. It appears to have the highest cost-benefit as it covers the largest geographical area and provides significant wildfire mitigation in one on the highest risk areas for wildfire. The South Payson Mastication Project mitigates an area that is prone to roadside fire starts. In our geographical location, wildfire is most likely to travel northeast driven by prevailing winds out of the southwest. Wildfire also spreads more rapidly when traveling uphill. This project would significantly decrease the risk of wildfire spreading from Highway 87, into Payson, Star Valley and Pine/Strawberry. In addition, this also mitigates the risk of post-fire flooding that would affect Tonto

Creek, Tonto Basin, and the residences and infrastructure within proximity of the watershed.

Suggested Motion

Information/Discussion/Action to consider and select one of the following three proposed projects to support, in partnership with Salt River Project: Pico Pino Fuels Reduction Project, Haigler Creek Phase 1 Mastication Project, or South Payson Phase 1 Mastication Project. (Carl Melford)

Attachments

Memorandum of Understanding with Salt River Project Agricultural Improvement and Power District
Salt River Project Presentations

MEMORANDUM OF UNDERSTANDING BETWEEN GILA COUNTY AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

This MEMORANDUM OF UNDERSTANDING ("MOU"), entered into this 7th day of February, 2023, between GILA COUNTY, a political subdivision of the State of Arizona, and the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP"), a political subdivision of the State of Arizona. COUNTY and SRP are referred to collectively as "Parties" and individually as "Party."

I. BACKGROUND:

The health of the National Forest System lands managed by the U.S. Forest Service ("Forest Service") in Arizona affects water supplies, water quality, water infrastructure, wildlife habitat, public safety, natural resources, recreation and the economic vitality of the surrounding and downstream communities. In recent decades, forest ecosystems have experienced unnaturally large and intense wildfires that have adversely impacted Arizona communities, businesses and residents. Forest restoration activities improve watershed and forest health and reduce the threat of large, high-severity wildfires and corresponding impacts such as: (1) catastrophic floods, (2) increased erosion and resulting sedimentation, (3) damage to water storage and delivery infrastructure, (4) damage to electric generation, transmission and distribution infrastructure, (5) devastating impacts to natural resources and (6) destruction of rural communities.

II. PURPOSE

This MOU reflects the Parties' desire to work together via various means to improve the health of Arizona's forested watersheds and the ecosystem services they provide. Its purpose is to establish a foundation for cooperative development and implementation of forest thinning projects and associated activities in:

- 1. The East Clear Creek Watershed including the C.C. Cragin Dam and Reservoir ("C.C. Cragin Watershed"); and
- 2. The Salt and Verde River Watersheds within or adjacent to Gila County

through hazardous fuel reduction treatments to protect natural resources, rural communities, water quality, water storage and power infrastructure.

III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

GILA COUNTY envisions an Arizona whose diverse landscapes are healthy and whose people are protected from the threat of fire. GILA COUNTY fosters, maintains and enhances collaboration with partners, stakeholders and cooperators to proactively promote the health and

safety of Arizona forests, woodlands, deserts and watersheds while encouraging fire-adapted communities.

SRP is responsible for the care, operation and maintenance of a water system that includes seven water storage reservoirs in central Arizona – two reservoirs located in the Verde River watershed, four reservoirs in the Salt River watershed and one reservoir in the East Clear Creek watershed within the Little Colorado River system. These reservoirs are part of the Salt River Federal Reclamation Project and collect water from a combined drainage area of about 8,365,000 acres. The Salt River Project manages stored water for the benefit of its shareholders and other water rights holders in the Salt River Valley and Northern Gila County.

To achieve these mutual benefits, the Parties seek to work together to:

- A. Invest in and implement forest restoration, including forest thinning treatments and associated activities that are required to accomplish forest restoration on National Forest System lands or other forest lands within the C.C. Cragin Watershed and Salt and Verde River Watersheds within or adjacent to Gila County; and
- B. Engage with the Forest Service, contractors, nonprofit partners, and others as appropriate, to assist in forest restoration projects on National Forest System lands and other forest lands within the C.C. Cragin Watershed and Salt and Verde Watersheds within or adjacent to Gila County.

IV. GILA COUNTY SHALL:

- A. Work cooperatively with SRP and other stakeholders to identify specific forest restoration projects;
- B. Make a minimum contribution of \$5,000.00 as of July 1 each year to support specific forest restoration projects, as mutually agreed upon by the Parties;
- C. Communicate with SRP and other stakeholders about specific forest restoration projects selected pursuant to this MOU;
- D. Meet with SRP and other stakeholders as needed, in person or by conference call, to discuss forest restoration projects undertaken pursuant to this MOU;
- E. Coordinate with SRP and other stakeholders to recognize SRP's and other stakeholders' efforts through press releases, press conferences, social media promotion or other communication materials or platforms;
- F. Provide SRP with a logo and description for use in promotional materials;
- G. Provide SRP with the opportunity to review all press releases, outreach or other promotional materials developed by GILA COUNTY related to this MOU that include an SRP logo;
- H. Acknowledge SRP's efforts to quantify, measure, model, validate and/or communicate and retain the ecological benefits associated with specific forest restoration projects executed pursuant to this MOU; and

I. Assign a designated liaison(s) to support the mutual benefits and interests of the Parties pursuant to this MOU.

V. SRP SHALL:

- A. Work with GILA COUNTY and other stakeholders to increase awareness and attract support and donations for specific forest restoration projects located in the Salt, Verde and C.C. Cragin Watersheds;
- B. Work cooperatively with GILA COUNTY and other stakeholders to develop work plans for each forest restoration project that describe the project's mission, objectives, budget, implementation mechanisms, use of technology and data and timeline for accomplishing restoration activities;
- C. Work cooperatively with GILA COUNTY and other stakeholders on any supplemental project agreements for specific forest restoration projects pursuant to this MOU;
- D. Meet with GILA COUNTY as needed, in person or by conference call, to discuss forest restoration projects undertaken pursuant to this MOU and to provide reports and status updates on specific forest restoration projects at a frequency determined and agreed to for each specific forest restoration project;
- E. Communicate with other stakeholders interested in specific forest restoration projects supported by this MOU;
- F. Coordinate with GILA COUNTY to recognize GILA COUNTY's contribution and efforts through press releases, press conferences, social media promotion or other communication materials or platforms;
- G. Provide GILA COUNTY with a logo and description for use in promotional materials;
- H. Provide GILA COUNTY with the opportunity to review all press releases, outreach or other promotional materials developed by SRP related to this MOU that include a GILA COUNTY logo;
- 1. Quantify, measure, model, validate, and/or communicate and retain all ecological benefits associated with specific forest restoration activities; and
- J. Assign a designated liaison(s) to support the mutual benefits and interests of the Parties pursuant to this MOU.

VI. GENERAL TERMS:

- A. The Parties will participate in meetings regarding the mutual benefits and interests of the Parties pursuant to this MOU and the implementation of specific forest restoration projects;
- B. This MOU does not obligate any Party to perform specific forest restoration projects within the C.C. Cragin Watershed and Salt and Verde Watersheds within or adjacent to Gila County;
- C. The individuals listed below serve as the Parties' principal contacts for matters related to this MOU:

Principal GILA COUNTY Contacts:

Carl Melford Josh Beck

Emergency Manager Director Health & EM

5515 S Apache St, Globe AZ 5515 S Apache St, Globe AZ

928-701-1811 928-200-4406

cmelford@gilacountyaz.gov jbeck@gilacountyaz.gov

Principal SRP Contacts:

Elvy Barton Christa McJunkin

Forest Health Management Principal Director Water Strategy

P.O. Box 5205 P.O. Box 5205

Phoenix, AZ 85072-2025 Phoenix, AZ 85072-2025

602-236-5104 602-236-3032

Elvy.Barton@srpnet.com Christa.McJunkin@srpnet.com

D. Any Party may terminate this MOU in whole, or in part, in writing at any time;

E. Modifications to this MOU may be made by written mutual consent signed by the Parties; and

F. This MOU is effective for five years from the date of the last signature, unless terminated earlier pursuant to ¶ VI.D.

IN WITNESS WHEREOF, the Parties hereto executed this Memorandum of Understanding as of the dates set forth below.

[Signature page follows]

Approved by:

Christa McJunkin

Woody Cline Date Chairman, Gila County Board of Supervisors Gila County Attorney's Office Date James Menlove Date Gila County Manager

Salt River Project Agricultural Improvement and Power District

Date



Poco Pino Fuels Reduction Project

Delivering water and power™

Forest and Watershed Health Background

The Salt River Project (SRP) is dedicated to protecting the watersheds that are vital to Arizona's water supply. The restoration of National Forest System (NFS) lands in Tonto National Forest (TNF) affects municipal water supply, water quality, forest fire potential, public safety, recreation, natural resources, and the economic vitality of surrounding communities. Restoring this land drastically reduces the possibility of high costs associated with wildfire and post-wildfire flooding damages. As part of the effort to reduce catastrophic wildfire, SRP has partnered with the Arizona Department of Forestry and Fire Management (DFFM) and the U.S. Forest Service (USFS) to implement forest thinning and fuels reduction projects.

Poco Pino Project Overview

The Project is located less than 1 mile southeast of Pine, Arizona and covers 718 acres of ponderosa pine forest. The purpose of this project is to restore the health of the forest by removing the overabundance of small diameter ponderosa pine, Emory oak, Arizona white oak, and alligator juniper. This project will create conditions for a vigorous ponderosa pine forest with a structure that is sustainable for 10-15 years. This project also aims to improve the Verde watershed function.

Poco Pino Details

Estimated Costs: \$574,400

Funding Received to Date: \$498,000

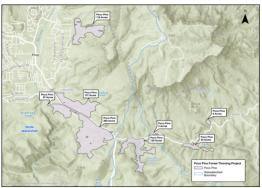
Funding Needed: \$76,400Partners: SRP, USFS

Implementation Timeline: Spring 2024 – Spring 2025

Project Benefits

- Reducing risk of high-severity, large-scale wildfire and post-wildfire flooding
- Protecting the Town of Pine





Map of Poco Pino Project Area

Haigler Creek Phase 1 Mastication Project



Forest and Watershed Health Background

The Salt River Project (SRP) is dedicated to protecting the watersheds that are vital to Arizona's water supply. The restoration of National Forest System (NFS) lands in Tonto National Forest (TNF) affects municipal water supply, water quality, forest fire potential, public safety, recreation, natural resources, and the economic vitality of surrounding communities. Restoring this land drastically reduces the possibility of high costs associated with wildfire and post-wildfire flooding damages. As part of the effort to reduce catastrophic wildfire, SRP has partnered with the Arizona Department of Forestry and Fire Management (DFFM) and the U.S. Forest Service (USFS) to implement forest thinning and fuels reduction projects.

Haigler Creek Phase 1 Project Overview

The Project is located 20 miles east of Payson, Arizona and covers 1,687 acres of ponderosa pine and juniper woodland. The purpose of this project is to restore the ponderosa pine and woodland species by removing the encroached junipers, woodland, and

brush species adjacent to high valued private land and infrastructure. This Project will create conditions for a healthy, vigorous ponderosa pine forest with a structure that is sustainable for the next 10-15 years. The Project will improve conditions within the Haigler Creek watershed which ultimately flows into Roosevelt Lake in the Salt River watershed.

Haigler Creek Project Details

• Estimated Costs: \$1,367,060

• Funding Received to Date: \$683,530

Funding Needed: \$683,530Partners: SRP. USFS

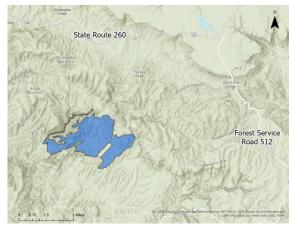
• Implementation Timeline: Starting in May 2025

Project Benefits

- Reducing risk of high-severity, large-scale wildfire and post-wildfire flooding
- Protecting private/public infrastructure
- Protecting water supplies, infrastructure, and water quality







Map of Haigler Creek project area, Phases 1 and 2

South Payson Phase 1 Mastication Project

Delivering water and power™

Forest and Watershed Health Background

The Salt River Project (SRP) is dedicated to protecting the watersheds that are vital to Arizona's water supply. The restoration of National Forest System (NFS) lands in Tonto National Forest (TNF) affects municipal water supply, water quality, forest fire potential, public safety, recreation, natural resources, and the economic vitality of surrounding communities. Restoring this land drastically reduces the possibility of high costs associated with wildfire and post-wildfire flooding damages. As part of the effort to reduce catastrophic wildfire, SRP has partnered with the Arizona Department of Forestry and Fire Management (DFFM) and the U.S. Forest Service (USFS) to implement forest thinning and fuels reduction projects.

South Payson Phase 1 Project Overview

The Project is located seven miles south of Payson, Arizona and covers 2,299 acres of ponderosa pine and juniper woodland. The purpose of this project is to restore the ponderosa pine and woodland species by removing the encroached junipers, woodland, and brush species adjacent to high valued private land and infrastructure. This project will create conditions for a healthy, vigorous ponderosa pine forest with a structure that is sustainable for the next 10-15 years. It will also improve a key watershed function in the local area.

South Payson Phase 1 Details

- Estimated Costs: \$1,916,177
- Funding Received to Date: \$1,619,600
- Funding Needed: \$296,577
- Partners: SRP, USFS, DFFM, AZ Game and Fish Dept.
- Implementation Timeline: October 2023 October 2024

Project Benefits

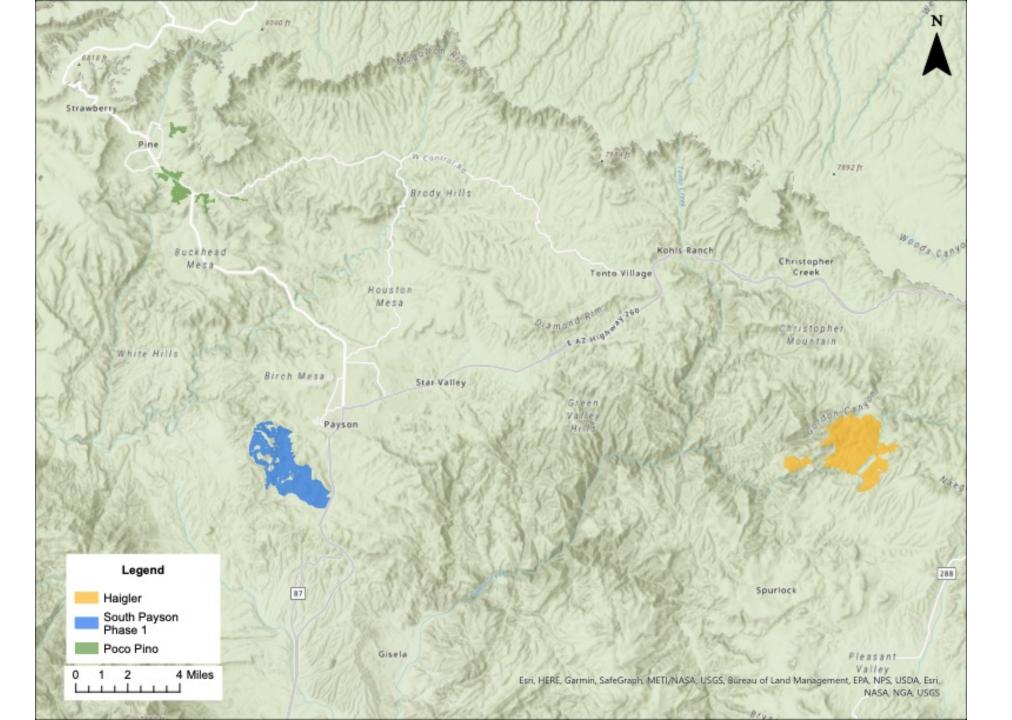
- Reducing risk of high-severity, large-scale wildfire and post-wildfire flooding
- Protecting Town of Payson
- Protecting private/public infrastructure
- Protecting water supplies, infrastructure, and water quality





Map of South Payson projects, Phases 1-5.





Regular Agenda Item 2. H.

Regular BOS Meeting

Meeting Date: 03/05/2024

<u>Submitted For:</u> Carl Melford, Emergency Management Program Manager <u>Submitted By:</u> Carl Melford, Emergency Management Program Manager

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

<u>Division:</u> Emergency Management

Information

Request/Subject

Adoption of the 2024 Arizona Mutual Aid Compact.

Background Information

On November 18, 2024, the Board of Supervisors adopted the Arizona Mutual Aid Compact. The Compact being presented to the Board for adoption has been completely rewritten from the Compact previously adopted by the Board in 2014.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona. If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been

expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received. If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency.

Evaluation

Gila County, without the Arizona Mutual Aid Compact in place, would be at much greater fiscal risk, and most likely have a delay in receiving disaster services without the adoption of the Compact. This could also hinder Emergency Management's ability to pull in outside resources during an emergency response.

Conclusion

The Arizona Mutual Aid Compact has been reviewed and recommended by all Arizona County, Tribal, and Hospital Emergency Managers and it would be in the best interest of the County for the Board of Supervisors to adopt the Compact in order to expedite mutual aid assistance in the event of an emergency situation.

Recommendation

Based on the information provided, the Division of Emergency Management recommends that the Board of Supervisors adopt the Arizona Mutual Aid Compact.

Suggested Motion

Information/Discussion/Action to adopt the Arizona Mutual Aid Compact as recommended by the Arizona Department of Emergency Management. **(Carl Melford)**

Attachments

2024 Arizona Mutual Aid Compact
Arizona Mutual Aid Compact FAQ sheet

ARIZONA MUTUAL AID COMPACT

This Compact was made and entered into by and among the signatory Parties, including the State of Arizona, through the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).

Recitals

WHEREAS one or more Parties may find it necessary to utilize all of their own resources to cope with emergencies, and may require the assistance of another Party or other Parties; and,

WHEREAS it is desirable that all resources of all Parties be available to all other Parties on preestablished terms, in order to respond to such emergencies; and,

WHEREAS it is desirable that each of the Parties should assist one another when such emergency occurs by providing such resources as are available and needed, including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response; and,

WHEREAS it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS it is desirable to utilize this Compact in exercising adopted emergency plans; and,

WHEREAS it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the Parties as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to establish emergency management terms and procedures for participating Parties to provide mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements. This Compact shall be construed in accordance with all applicable laws.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) identify available resources; and (3) provide a mechanism for compensation for resources.

3. Definitions.

- Automatic Mutual Aid means the dispatch and response of requested resources without incident-specific approvals under an agreement separate from this Compact. These agreements are usually basic contracts; some may be informal accords.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** means the Director of the Emergency Management Division of the Arizona Department of Emergency and Military Affairs (DEMA/EM).
- **Emergency or Emergencies** means any disaster or contingency situation that requires a collaborative effort among multiple Parties.
- **Local Mutual Aid Agreements** are separate agreements between Parties and/or other entities that involve a formal request for assistance.
- Party and Parties refers to any entity(ies) that have signed this Compact. All state agencies, tribal nations, and political subdivisions in the State of Arizona are eligible to sign this Compact as Parties.
- Political Subdivision means any county, incorporated city or town, or school district, community college district, or other tax-levying public district.
- Providing Party means the Party rendering aid under this Compact to another Party in the event of an emergency.
- Requesting Party means the Party seeking aid under this Compact from another Party in the event of an Emergency.
- **Self-deploy** refers to the act of a Party responding to another Party's emergency without being requested by the affected Party.

4. Guiding Framework.

Unless otherwise expressly agreed to in writing by a Providing Party and a Receiving Party in a separate agreement, the Parties agree to interpret the language of the Compact as operating consistently with:

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Chapter 2, Article 3 (addressing the Governor's Emergency Fund).
- National Incident Management System (NIMS), 2017.

5. Procedures for Requesting Assistance.

Any Party experiencing an emergency may request assistance from any other Party under this Compact. However, when making such requests, consideration should be given to the geographical proximity of the other Parties from which assistance is being requested. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency manager or tribal emergency manager, whichever is applicable.

Any request for assistance must specify:

- 1. What the emergency is.
- 2. The amount and type of resources needed.
- 3. The estimated period during which such mutual aid is required.

Parties must use the Resource Request form provided in <u>Appendix A</u>. Additionally, it is recommended that Parties utilize WebEOC to track requests.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each Party that plans on retaining or seeking eligibility to receive Emergency Management Performance Grant (EMPG) funds must have an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact, and must provide a copy of its most current plan to DEMA/EM Grants Administration upon request.

8. Contact List.

Each Party shall develop a contact list as outlined in <u>Appendix B</u>, which shall be provided to the Director to make available to all other Parties. A minimum of two contacts, preferably

three, must be provided in <u>Appendix B</u>. A Party may update its contact information, at any time, by providing the updated contact information in writing to the Director, who shall make available the updated contact information to all other Parties. The contact list should be updated periodically, when necessary (i.e., personnel change).

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for one hundred percent (100%) of all costs incurred, and as agreed to, within the mutual assistance compact, whether an emergency has been declared or not. The Providing Party must declare its intent to seek reimbursement as part of its response to the Requesting Party's request for assistance (see <u>Appendix A</u>). The Providing Party and the Requesting Party shall agree upon allowable costs, both actual and estimated, for mutual assistance prior to the dispatch of any mutual assistance resources. In the event that the agreement includes reimbursement of all agreed to activities by the Providing Party, the Providing Party must submit a claim for all costs incurred during the execution of the mission assignment to the Requesting Party. The claim must include copies (no original documents) of all documentation to support their claim of reimbursement, including but not limited to timecards, payroll reports, fringe benefits information, pay policies, vehicle/daily logs, maintenance records, equipment lists, invoices, contracts, receipts, procurement policies, inventory reports, proofs of payments, insurance policies, rental agreements, etc.

The Requesting Party shall reimburse the Providing Party for all sufficiently documented submitted costs, as agreed to, regardless of the existence of a State Declaration or a State-Level Emergency, or a federal Emergency or Major Disaster Declaration.

Self-deployed resources will not be reimbursed under this Compact.

10. Reimbursement Procedures from the State or Federal Government.

The Providing Party shall be reimbursed for costs associated with this Compact by the Requesting Party only. The Providing Party is not eligible for reimbursement from the State or federal government under the terms of this Compact; eligibility for reimbursement from the State or federal government is determined solely by state and/or federal laws and policies. Additionally, neither the State nor the federal government is liable for any claim arising from an emergency for which the applicant receives funds from another source.

Costs and work performed by the Providing Party may, or may not, be reimbursable by the State or federal government, if submitted by the Requesting Party for reimbursement under a State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster declaration. Regardless of eligibility for reimbursement from the State or the federal government under a State Declaration for a State-Level Emergency, or federal Emergency or Major Disaster declaration, the Requesting Party shall fully reimburse the Providing Party's claim, providing all requirements are met. Failure to fully reimburse claims may establish a history of non-payment of AZMAC claims and may disqualify a Requesting Party from being able to be reimbursed under future State Declaration for a State-Level Emergency, or federal Emergency, or Major Disaster

declaration events.

11. Personnel Compensation and Insurance.

Except to the extent that reimbursement is separately agreed to, the Requesting Party and the Providing Party each shall be responsible for all compensation of their respective employees and insurance coverage for their respective equipment.

12. Immunity.

Notwithstanding the indemnification provision set forth below, the Parties shall have such immunity as provided by applicable state, federal, or tribal law.

13. Indemnification.

To the extent permitted under applicable laws, 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 are caused by negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, emergency workers, or volunteers. If a Claim or Claims become subject to this indemnity provision, the Parties in question shall expeditiously meet to discuss a common and mutual defense, including proportional liability and payment of possible litigation expense and money damages. Notwithstanding the foregoing, nothing herein shall be construed to modify the gross negligence standard applicable to each Party under the law applicable to that Party. Should a Party to this Compact use a contractor for any purpose, that Party must ensure that its contractor(s) (and all of their subcontractors and materials suppliers, regardless of their degree of removal from the Party's contractor) are required to abide by the insurance requirements which are set forth in Appendix C. The obligations under this Section shall survive termination of this Compact.

14. Term.

This Compact shall terminate ten years after the effective date or until participation in this Compact is terminated by the Party. The 2014 Compact shall cease to be effective as of midnight Arizona time on the evening of December 31, 2023, and this Compact shall go into effect immediately thereafter for all Parties that have signed this Compact before that date and time. This Compact shall continue in effect until midnight Arizona time on the evening of December 31, 2033.

15. Effect of Termination by a Party.

The termination by one or more of the Parties of its/their participation in this Compact shall not affect the operation of this Compact as between the other Parties. The Director shall identify on DEMA's website, with updates as needed, all Parties to this Compact.

16. Compliance with Laws.

Each Party shall comply with all federal, tribal, state, and local laws, rules, regulations, standards, and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in such laws, rules and regulations during the terms of this Compact shall apply without the need to amend this Compact.

17. Workers' Compensation.

Each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Compact.

18. Insurance.

Except as expressly provided in this Compact, each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Compact shall be construed as a waiver of any limitation on liability that may apply to a Party.

19. Non-Appropriation.

Every payment obligation of each of the Parties under this Compact is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If a Party's funds are not appropriated, allocated, and available or if the appropriation is changed by the legislature or other governing body resulting in funds no longer being available for the continuance of that Party's participation in this Compact, that Party may terminate its participation in this Compact as of the end of the period for which funds are available by providing written notice in advance to the Director. No liability shall accrue to the Party in question in the event this provision is exercised, and that Party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. No Third-Party Beneficiaries.

Nothing in this Compact confers any rights or remedies to any person or entity that is not a Party. Nothing in this Compact affects the legal liability of any Party to this Compact by imposing any standard of care different from the standard of care imposed by law.

21. Entire Compact.

This document constitutes the entire Compact between the Parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, or altered.

22. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

23. Conflict of Interest.

If applicable to the Party in question, that Party may terminate its participation in this Compact, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, creating, or executing this Compact on behalf of the Party is, at

any time while this Compact or any extension is in effect, an employee, agent or consultant of another Party with respect to the subject matter of this Compact.

24. Supervision and Control.

Management of an emergency shall remain with the Party originally responsible for responding to the emergency. From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation, as provided in Section 17 of this Compact) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with the National Incident Management System. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

25. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between any of the Parties that provide for the exchange or furnishing of goods and/or service.

26. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

27. Responsibility of the Department of Emergency and Military Affairs.

Nothing in this Compact limits or restricts the legal duties and obligations of DEMA/EM when responding to the emergency of any Party.

28. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each Party. Upon execution, the counterpart will be provided to the Director. This Compact will be effective between all Parties that execute this Compact even if it is not executed by all eligible entities.

29. Termination.

Termination of participation in this Compact by any Party may be affected by that Party as follows:

Notice of termination will be given to the Director 20 days prior to termination. Any Party may, by resolution of its governing body or person, terminate its participation in this Compact by providing a copy of such resolution to the Director. The Parties understand and acknowledge that a Party's participation in this Compact may be subject to cancellation or termination by that Party pursuant to the terms of this Compact, or pursuant A.R.S. § 38-511, or applicable tribal law. Pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination by a Providing Party or a Requesting Party, any property belonging to such Party shall be returned to that Party.

30. Dispute Resolution.

The Parties to this Compact agree to resolve all disputes arising out of or relating to this Compact through arbitration, after exhausting applicable administrative review, to the extent required by law.

31. Record Retention.

Each Party shall retain all records relating to this Compact for a period of five (5) years after the expiration of its term. All records shall be subject to review and copying by any other Party that participated in the emergency response to which such records relate (including such entities that are former Parties whose participation in this Compact was terminated within the five years preceding a request to review and copy) at reasonable times.

32. Forced Labor of Ethnic Uyghurs.

To the extent applicable under A.R.S. § 35-394, each Party warrants and certifies that it does not currently, and agrees that it will not for the duration of this Compact, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a Party becomes aware that it is not in compliance with this paragraph, it shall notify all other Parties of the noncompliance within five business days of becoming aware of it. If the offending Party fails to provide a written certification that it has remedied the noncompliance within 180 days after that, said Party's participation in this Compact shall terminate unless the termination date of this Compact occurs before the end of the remedy, in which their participation will terminate on the Compact's termination date.

33. Counterparts.

This Compact may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

Arizona Mutual Aid Compact

Signature Page

(NAME OF PARTY)

IN WITNESS WHEREOF, the Party below hereby signs this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the Party named to participate in this Compact by formal approval of the Party's governing body or person.

(Signing Authority)	DEUS Date:
ATTEST:	
(Attesting Authority)	Date:
Date of formal approval by governing body:	
Pursuant to A.R.S. § 11-952(D) or applicable tr determined that the foregoing Compact is in p authority of the entity as granted under the la government.	
(Attorney)	Date:



Appendix A

Arizona Mutual Aid Compact (AZMAC) Emergency Management Resource Request

	1
Requesting Party:	
Point of Contact:	
Work: Cell:	
Email:	
Requested Resource:	
Quantity:	
Unit of Measure:	
Date/Time Required:	
Delivery Location:	
Date of Request:	
Requesting Party Tracking Number:	

Mission				
Special Instru	ctions			
(i.e., delivery instru	ctions, if the resource r	nust come with perso	onnel, fuel, lodging, e	tc.)
Personnel				
Name:				
Phone Number:				
Email Address:				
Regular Salary/ Hourly Rate:				
Regular Fringe Benefit Hourly:				
Overtime Salary Hourly Rate:				
Overtime Fringe Benefit Hourly Rate:				

Estimated Resource Cost:	
Request Forwarded to	
Contact Name:	
Organization/Agency:	
Date/Time of Submission:	
Request Approved by:	Date:
(Name, Title, Signature)	
Reimbursement	
Providing Party Representative Signature	Date:
Requesting Party Representative Signature	Date:



Appendix B

Arizona Mutual Aid Compact (AZMAC) Points of Contact

Date:				
Name of Party	<i>r</i> :			
Mailing Addre	ss:			
Authorized Representatives to Contact for Mutual Aid Assistance				
	Primary Contact	1st Alternate	2nd Alternate	
Name				

Title

24hr

Day 🖺

Night

Fax 🖶

Email 🔊

Appendix C

Arizona Mutual Aid Compact (AZMAC)

Use of A Contractor

Each Party shall cause all of its contractor(s) and subcontractors performing any service or work or providing any equipment or material relating to an emergency response undertaken through this Compact to defend, indemnify, and hold harmless the State of Arizona, all Requesting Parties, and all Providing Parties participating in responding to the emergency in question under this Compact, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of that Party's 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 applicable federal, state, tribal 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 a contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing herein shall be construed to expand or modify the gross negligence or immunity standard as set forth in the state, federal, or tribal law applicable to the Party in issue.

Insurance Requirements for Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to this Compact:

(Note: this applies only to Contractors used by a Party, not to the Party itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Compact. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Party or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor and the Party 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, personal and advertising injury, and broad form contractual liability.
 - a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b. The policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not. acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their 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 (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Workers' Compensation and Employers' Liability

Disease - Policy Limit

•	Workers' Compensation	Statutory
•	Employers' Liability	
	Each Accident	\$1,000,000
	Disease - Each Employee	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, [insert names of the Requesting Party(ies) and Providing Party(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

\$1,000,000

- B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:
 - The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the State of Arizona, [insert names of the Requesting Part(ies) and Providing Part(ies) in issue], and their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance.
 - 2. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other Parties.
- C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require (30) days written notice to the [insert names of the Requesting Party(ies) and Providing Party(ies) in issue].

- D. Acceptability of Insurers: Contractor's insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A-VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona. 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.
- E. Verification of Coverage: Contractor shall furnish the Parties retaining the contractor in question with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the Parties retaining the contractor in question before work commences. Each insurance policy required by this Contract must be in effect at or prior to the 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 Contractor or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Parties retaining the contractor in question.

- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish separate certificates for each subcontractor to the Party to this Compact that the contractor in question has contracted with. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. Exceptions: In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a 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 then none of the above shall apply.

Addendum #1

Arizona Mutual Aid Compact (AZMAC)

Cyber-Related Mutual Aid For Participating Tribal Parties

1. Purpose.

The purpose of this Addendum #1 ("Addendum") to the Arizona Mutual Aid Compact is to define for the participating Parties the Arizona National Guard Cyber Joint Task Force of the Arizona Department of Emergency and Military Affairs (AZNG-CJTF) terms and procedures which will be used among the participating Parties for dispatching cyber-related mutual aid assistance to any affected area in accordance with tribal laws, resolutions, and emergency plans or agreements. The AZNG-CJTF may work with other applicable State and federal cybersecurity entities, as needed. Except as expressly stated in this Addendum, all of the terms of the Arizona Mutual Aid Compact itself apply to this Addendum as if set forth in this Addendum in full.

2. Scope.

The scope of this Addendum is to (1) identify the available cyber resources of the AZNG-CJTF; (2) identify the terms and conditions for Requesting Parties to utilize those resources; and (3) provide a mechanism for compensation for those cyber resources.

3. Definitions.

In addition to the definitions listed below, all of the definitions set forth in the Arizona Mutual Aid Compact shall apply here.

- Cyber refers to both information and communications networks.
- **Cyber Attack** means any kind of malicious activity that attempts to collect, disrupt, deny, degrade, or destroy information system resources or the information itself.
- **Cyber Emergency** means any actual, imminent, or potential cyber-related incident that will adversely affect public health, safety, or security; the environment; or economic prosperity on a level materially significant.
- **Cyber Incident** means actions taken through the use of an information system or network that result in an actual or potentially adverse effect on an information system, network, and/or the information residing therein.
- Cyber Threat means any circumstance or event with the potential to adversely impact
 organizational operations (including mission, functions, image, or reputation),
 organizational assets, or individuals through an information system via unauthorized
 access, destruction, disclosure, modification of information, and/or denial of service.
 Also, the potential for a threat-source to successfully exploit a particular information
 system vulnerability.
- Cybersecurity means prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained

therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation.

4. Types of Assistance.

The AZNG-CJTF offers two types of assistance, (1) vulnerability assessment and (2) cyber incident response. Vulnerability assessments are pre-emptive examinations of a party's physical and electronic safeguards in place protecting the party's information system or network. Vulnerability assessments are not done in response to a particular cyber incident. Cyber incident response is assistance provided following a cyber-attack or intrusion on a party's information system or network.

Regardless of whether a party requests AZNG-CJTF assistance to conduct either a vulnerability assessment or a cyber incident response, AZNG-CJTF assistance is limited to examinations of relevant physical and electronic security measures for an information system or network, an outline of AZNG-CJTF identified risks, threats, or breaches that were found as a result of any examination, and AZNG-CJTF recommendations to either address or minimize any identified risks, threats, or breaches and how a party could undertake such measures. AZNG-CJTF assistance does not include implementing any cyber security recommendation it or its personnel make, nor does it include directly thwarting or eliminating any ongoing cyber incident.

To request a vulnerability assessment from the AZNG-CJTF, contact AZCyberJointTaskForce@arizona.gov. For cyber incident response, refer to section 5.

5. Procedures for Requesting Assistance.

All procedures for requesting cyber-related assistance should follow the provisions outlined below:

- 1. Notify the DEMA/EM Duty Officer of the incident via phone at (602) 469-3401.
- 2. Submit a Resource Request into WebEOC detailing:
 - a. When the Cyber Incident began,
 - b. what the Indicators of Compromise (IoCs) are,
 - c. the systems that have been affected (i.e., host machines, servers, other devices),
 - d. the steps that have been taken, and
 - e. what assistance is being requested.

Additionally, prior to any cyber-related assistance is provided, the Requesting Party and AZNG-CJTF must enter into either a Memorandum of Understanding (MOU) or a Memorandum of Agreement (MOA). These Memoranda will outline the scope of the cyber-related assistance that the Requesting Party desires from the AZNG-CJTF and the conditions under which this assistance will be conducted. These conditions can include terms or limitations from both the Requesting Party and the AZNG-CJTF.

An MOU will be entered if the cyber-related assistance being requested relates to a preventative computer and network vulnerability assessment that is not in response to a particular Cyber Incident. Any cyber-assistance provided by the AZNG-CJTF pursuant to an MOU will not involve reimbursement or any other form of cost-sharing by the Requesting Party. An MOA will be entered if the cyber-related assistance being requested relates to a particular Cyber Incident and not merely preventative assessments or examinations. Cyber-related assistance conducted pursuant to an MOA may require the Requesting Party to reimburse some or all of the AZNG-CJTF costs to conduct such assistance.

Any cyber-related assistance may be available regardless of whether there has been a federal declaration of emergency. However, if the AZNG-CJTF provides cyber-related assistance pursuant to an MOA that requires the Requesting Party to reimburse assistance costs to DEMA, the Requesting Party shall be solely responsible for determining whether these costs can be reimbursed by the federal government. Whether or not any cyber-assistance costs incurred by the Requesting Party to the AZNG-CJTF are reimbursable by the federal government shall not be a basis by the Requesting Party to delay reimbursing these costs to the Arizona National Guard Cyber Response Revolving Fund in the timely manner outlined in the respective MOA.



State of Arizona Mutual Aid Compact (AZMAC)

Frequently Asked Questions

General Administration

What is the current version of the Arizona Mutual Aid Compact?

The 2014 version of the Arizona Mutual Aid Compact will no longer be valid as of 12:00 AM Mountain Standard time on December 31, 2023. The 2024 AZMAC will be effective on January 1, 2024.

Once filed with the Arizona Department of Emergency and Military Affairs, Emergency Management Division, what is the duration of the Arizona Mutual Aid Compact?

The Compact, upon mutual consent of the parties concerned, remains in effect for 10 years, to December 31, 2033, or until participation is terminated by the Party (see paragraph 14 of AZMAC for further details).

Purpose and Participation Guidelines



What is the purpose of the Arizona Mutual Aid Compact?

The Arizona Mutual Aid Compact enables participating political subdivisions and tribal nations to share resources, personnel, etc. during emergencies and then be reimbursed for the resources.

What are the benefits of participating in the Arizona Mutual Aid Compact?

Mutual aid agreements provide a mechanism to participating parties to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other related services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during and after an incident. A signed agreement does not obligate the provision or receipt of aid, the Compact provides a tool for use should the incident dictate a need.

Who may participate in the Arizona Mutual Aid Compact?

All state agencies, any political subdivision, including counties; incorporated cities and towns; school districts; community college districts; and other tax levying public districts in the State of Arizona. Additionally, all federally recognized tribal nations may participate.

Can non-governmental entities such as nonprofit agencies and other non-tax levying organizations participate in the Arizona Mutual Aid Compact?

No, only political subdivisions, federally recognized tribal nations or other tax-levying organizations may participate in the Arizona Mutual Aid Compact.

Are other state agencies required to participate in the Arizona Mutual Aid Compact?

No, the Arizona Department of Emergency and Military Affairs (DEMA) signed the 2024 Arizona Mutual Aid Compact. In the event another state agency requires mutual aid assistance, DEMA/EM will coordinate.

What is required if a jurisdiction wants to terminate its participation in the Arizona Mutual Aid Compact?

Any party, by resolution of its governing body, may terminate its participation in the Arizona Mutual Aid Compact. The jurisdiction must file a copy of the resolution with the Director of the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (DEMA/EM). Notice of Termination is required to be delivered to the DEMA/EM Director, 20 days prior to the date of termination.



State of Arizona Mutual Aid Compact (AZMAC)

Frequently Asked Questions

Procedures and Reimbursement

What are the procedures for requesting assistance under the Arizona Mutual Aid Compact?

A Requesting Party that needs assistance in excess of its own resources and existing automatic or local mutual aid due to an emergency is authorized to request assistance from any Party that is signatory to the Arizona Mutual Aid Compact (see paragraph 5 of AZMAC for further details).

Are signatories to the Arizona Mutual Aid Compact required to render assistance if requested by the requesting jurisdiction?

No. The Providing Party shall provide mutual aid as it is able, considering its own service needs and existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it can provide the Requesting Party pursuant to this Compact.

How does reimbursement occur for services/resources if the emergency or event is not a state- or federally-declared emergency?

In accordance with the Arizona Mutual Aid Compact, if the Providing Party desires reimbursement for the assistance it is providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, regardless of whether an incident has been declared an emergency. The Providing Party shall submit a request for payment with documentation of actual expenses to the Requesting Party (see paragraphs 9 and 10 of AZMAC for specific details).

Can a Requesting Party request reimbursement from the State of Arizona for the cost of mutual aid resources reimbursed to any Providing Parties under the Arizona Mutual Aid Compact?

Possibly. Regardless of eligibility for reimbursement from the state or the federal government, the Requesting Party shall fully reimburse the Providing Party's claim (see paragraph 10 of AZMAC for further details).

Can jurisdictions that are signatories to the Arizona Mutual Aid Compact be reimbursed for self-deployed resources?

No. In accordance with the Arizona Mutual Aid Compact, jurisdictions can only be reimbursed for resources mutually agreed upon between the Providing Party and the Requesting Party.

Who maintains supervision and control of the Providing Party resources and personnel under the Arizona Mutual Aid Compact?

From the time of arrival to the time of departure at the emergency scene, the Providing Party shall be considered for all purposes to be under the direction and control (other than for the purposes of Workers' Compensation) of the Requesting Party. In proceeding to and returning from the emergency scene, the Providing Party shall not be under the direction and control of the Requesting Party (see paragraph 24 of AZMAC for further details).

Addendum #1 Cyber-Related Mutual Aid



What is the Addendum?

The Addendum outlines the terms and procedures of the Arizona National Guard Cyber Joint Task Force (AZNG-CJTF), if cyber-related assistance is needed.



State of Arizona Mutual Aid Compact (AZMAC)

Frequently Asked Questions

Why is the Addendum solely for participating Tribal Parties?

AZMAC is the mechanism for tribal nations to receive cyber-related mutual aid assistance from the Arizona National Guard Cyber Joint Task Force (AZNG-CJTF). The AZNG-CJTF is available to other parties and political subdivisions in Arizona.

Filing Requirements

What are the requirements for filing your Arizona Mutual Aid Compact?

- 1. Ensure that the **Signature Page** of the compact is signed, dated and attested to by:
 - the authorizing executive in your jurisdiction, and
 - your jurisdiction's legal representative.
- 2. Fill out the **Appendix B Points of Contact form** with the jurisdiction contact information.
- 3. Send the original completed copy of both to: logistics@azdema.gov.

What will occur after you file your completed Arizona Mutual Aid Compact?

Upon DEMA/EM Logistics receiving your completed Compact:

- » Will be reviewed and forwarded to the DEMA/EM Director for final approval and filing.
- » The original copy of the Compact will be assigned a file number and filed at DEMA/EM.
- » A copy of the contract will be sent via mail to the points of contact listed on Appendix B of the Compact.
- » The DEMA website will be updated to reflect your jurisdiction as a signatory on the Arizona Mutual Aid
- » Compact.

Who should I contact if I have a question or concern about the Arizona Mutual Aid Compact?

Any questions or concerns not covered in this FAQ should be addressed to the following:

Arizona Department of Emergency and Military Affairs Division of Emergency Management

ATTN: Arizona Mutual Aid Coordinator

5636 E. McDowell Rd., Bldg. M5103, Phoenix, AZ 85008 Phone: (602) 464-6211 | Email: logistics@azdema.gov

ARF-8592

Regular Agenda Item 2. I.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: David LaForge, Public Works General Services Manager

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Public Works

<u>Fiscal Year:</u> 2024-2025 <u>Budgeted?:</u> Yes

Contract Dates 06-30-24 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Contract Award in Response to Invitation for Bids No. 113023-Thirteen Various Models of New Ford Vehicles.

Background Information

On January 2, 2024, the Board of Supervisors authorized the advertisement of Invitation for Bids (IFB) No. 113023 – *Thirteen Various Models of New Ford Vehicles*. The IFB was advertised in the Payson Roundup newspaper on January 9, 2024, and January 16, 2024. IFB No. 113023 was emailed to ten contractors, and advertised on the Gila County website.

Evaluation

Sealed bids were accepted at the Gila County Finance Department through 11:00 AM on January 25, 2024. There were two competitive bids received in response to Invitation for Bids (IFB) No. 113023. The bids were opened at 11:00 AM January 25, 2024 and evaluated in accordance with A.R.S. 41-2533, Competitive Bidding.

San Tan Ford met all bid specifications and offered a low bid price of \$626,356.49.

Conclusion

Of the two bids which were received, San Tan Ford was the lowest bid while fulfilling the specifications of each of the thirteen vehicles.

Recommendation

The Public Works Department Director and the General Services Manager recommend that the Board of Supervisors award a contract to San Tan Partners, LLC in the amount of \$626,356.49.

Suggested Motion

Information/Discussion/Action to review the bids submitted for Invitation for Bids (IFB) No. 113023 - *Thirteen Various Models of New Ford Vehicles*; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract.

(David LaForge)

Attachments

<u>Invitation for Bids No. 113023 with Award Contract KIG Vehicle Concepts-Sealed Bid</u>

San Tan

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 113023

Thirteen Various Models of New Ford Vehicles



BOARD OF SUPERVISORS Stephen Christensen, Chairman Woody Cline, Vice Chairman Tim Humphrey, Member

COUNTY MANAGER
James Menlove



GILA COUNTY PROCUREMENT GROUP NOTICE OF INVITATION FOR BID

1400 E. Ash Street Globe, Arizona 85501

SOLICITATION NUMBER 113023

BID DUE DATE:

Thursday, January 25, 2024

TIME: 11:00 AM

DESCRIPTION:

Thirteen Various Models of New Ford Vehicles

Bid Opening Physical Location:

GILA COUNTY FINANCE DEPARTMENT

ATTN: BETTY HURST COPPER BUILDING

1350 EAST MONROE GLOBE, ARIZONA 85501

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

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current bids.php

Additional instructions for preparing a bid are provided in the bid documents to Offerors as contained within the solicitation.

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

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

Payson Roundup newspaper advertisement dates: January 9, 2024 and January 16, 2024

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:

Gila County General Services Division

Type of contract:

Term

Term of Contract:

Five Months

Phone Number:

(928) 472-5305

Signed:	Stephen Christensen, Chairman, Board of Supervisors	Date:	
Signed:	The Gila County Attorney's Office	Date:	

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BID NO. 113023 Thirteen Various Models of New Ford Vehicles

GENERAL SCOPE

It is the intent of this solicitation to award a contract for Four (4) New Ford Escape AWD; Three (3) New Ford Explorer 4X4; One (1) New Ford Expedition XLT 4X4; Three (3) New Ford F-150 XLT SuperCrew 4X4; One (1) New Ford F-250 XL SuperCrew 4X4; One (1) New Ford F-350 SuperCrew SRW Chassis Cab 4X4 for General Services Division in Gila County.

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

See attached: Exhibit "C" as specified on the Price Sheets for vendor total price being proposed.

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

Vendors who cannot provide all of the models of vehicles, but still choose to bid on specific ones, will still be considered for award if all other criteria are met.

BID NO. 113023 Thirteen (13) Various Models of New Ford Vehicles

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

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

Addendums

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

Completion of the Bidder Checklist & Addenda Acknowledgment form.

BID NO. 113023 Thirteen (13) Various Models of New Ford Vehicles

Instructions to Vendors continued...

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Betty Hurst, Contract Administrator; bhurst@gilacountyaz.gov (928) 402-4355 will take questions until 11:00 A.M. Monday, January 22, 2024.

Late Bids

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

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Required Forms, and Offer Page shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

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

Instructions to Vendors continued...

- 2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
- 3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Thirteen (13) Various Models of New Ford Vehicles", "Bid No. 113023", "January 25, 2024" and "11:00 AM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice;
- No bids will be accepted after 11:00 A.M. AZ Time, Thursday, January 25, 2024. Bids will be opened at 11:00 A.M., Thursday, January 25, 2024.

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on the Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form. This Contract shall include the Invitation for Bids No. 113023 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 113023, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

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

Exhibit "B" Contract Award Agreement continued...

Contract Default

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

Right to Assurance

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

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

Exhibit "B" Contract Award Agreement continued...

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

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

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

General

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

Exhibit "B" Contract Award Agreement continued...

Indemnification Clause

Vendor 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 Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 113023

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Thirteen (13) Various Models of New Ford Vehicles. This Invitation for Bid No. 113023 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, Offer Page and other required signed forms, constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

SECTION 1.0

General:

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

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2024. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect through June 30, 2024, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 <u>ORDERING</u>: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 <u>PRODUCT DELIVERY</u> Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

Exhibit "C" Minimum Specifications continued...

- 3.3 <u>DELIVERY TIME:</u> Vehicles must be delivered no later than June 30, 2024. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
 - If vendor sends the Gila County Procurement Division written documentation from the Manufacturer regarding the delay forty-five (45) days prior to the delivery date, Gila County may choose to extend the contract up to six (6) months.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

CONTACT NUMBER 113023 Thirteen (13) Various Models of New Ford Vehicles

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of San Tan Ford - Jared Smith	of Principal Vendor:
	1429 E. Motorplex Loop, Gilbert, AZ, 8	85297
	(480) 621-3740	
2.		vious name) ever failed to complete a contract? The details including the date, the contracting agency, and the narrative part of this Contract.
3.	competing for a contract? Yes	previous name) ever been disbarred or prohibited from X No. If "Yes", give details, including the date, the Vendors disqualifications, and whether this disqualification this Contract.
4.	previous name) prior to end of contract	a contract with the Vendor (under your firm's present or any period? YesXNo. If "Yes", give details y, and the reasons offer was terminated in the narrative part
5.	•	the Price Sheet, attached hereon, and made a full part of this
	S. Gild County Feed Ves the Ng. 11 Co.	Signature of Authorized/Person to Sign
		Jared Smith
		Printed Name
		Government and Commercial Fleet Manager
		Title

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: Four (4) New Ford Escape AWD

Vehicle Year, Make, & Model:

x 2024 Ford Escape ST Plus AWD

MINIMUM SPECIFICATIONS Four (4) New Ford Escape AWD	MEETS MINIMUM SPECIFICATIONS	
	NO	YES
Paint: White		Х
Powertrain: 2.0L EcoBoost		Х
Drive: All-Wheel Drive		X
Equipment Group: 401A		X
Power Windows		X
Tilt Steering Wheel		X
Cruise Control		X
AM / FM Radio W/ SYNC		X
Automatic Transmission		X
Mini Spare Tire		X
Rearview Camera		X
Remote Keyless Entry		X
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		X
Exterior: All Season Tires		X
Interior: Ebony		X
Misc: Jack and Tire Changing Tools		X
SUB – TOTAL AMOUNT	\$	33,669.60
OTHER COSTS	\$	5.00
SALES TAX	\$	2,626.23
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	36,300.83

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: May 31, 2024

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: One (1) New Ford Expedition XLT 4x4

Vehicle Year, Make, & Model:

x 2024 Ford Expedition XLT 4x4

MINIMUM SPECIFICATIONS One (1) New Ford Expedition XLT 4x4		MEETS MINIMUM SPECIFICATIONS	
	NO	YES	
Paint: White		X	
Powertrain: 3.5L EcoBoost		X	
Drive: 4-Wheel Drive		X	
Equipment Group: 202A		X	
Power Windows		X	
Tilt Steering Wheel		X	
Cruise Control		X	
AM / FM Radio W/ SYNC		X	
Automatic Transmission		X	
Full size Spare Tire		X	
Rearview Camera		X	
Remote Keyless Entry		X	
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		X	
Exterior: All Season Tires		X	
Interior: Black		X	
Misc: Jack and Tire Changing Tools		X	

SUB – TOTAL AMOUNT	\$	61,928.45	
OTHER COSTS	\$	5.00	
SALES TAX	\$	4,830.42	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	66,763.87	

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: May 31, 2024

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: Three (3) New Ford Explorer 4x4

Vehicle Year, Make, & Model: x 2024 Explorer XLT 4x4

MINIMUM SPECIFICATIONS Three (3) New Ford Explorer 4x4	II.	MEETS MINIMUM SPECIFICATIONS	
· ·	NO	YES	
Paint: White		X	
Powertrain: 2.3L EcoBoost or 3.0L EcoBoost		Х	
Drive : 4-Wheel Drive		X	
Equipment Group: 200A		X	
Power Windows		X	
Tilt Steering Wheel		X	
Cruise Control		X	
AM / FM Radio W/ SYNC		X	
Automatic Transmission		X	
Mini size Spare Tire		X	
Rearview Camera		X	
Remote Keyless Entry		X	
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		X	
Exterior: All Season Tires		X	
Interior: Black		X	
Misc: Jack and Tire Changing Tools		X	
SUB TOTAL AMOUNT	\$	39,847.35	
OTHER COSTS	\$	5.00	
SALES TAX	\$	3,108.09	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	42,960.44	

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501				
Estimated Date	of Delivery prior to June 30, 2024:	May 31, 2024		
Vendor Name:	San Tan Ford	Contact Number: _	480-621-3740	

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: Three (3) New Ford F-150 XLT SuperCrew 4x4

Vehicle Year, Make, & Model:

x 2024 Ford F-150 Super Crew XLT 4x4

MINIMUM SPECIFICATIONS Three (3) New Ford F-150 XLT SuperCrew 4x4	MEETS MINIMUM SPECIFICATIONS	
This co, the state of particular and	NO	YES
Paint: White		X
Powertrain: 5.0L V8		X
Drive: 4-Wheel Drive		X
Equipment Group: XLT Mid		X
Power Windows		X
Tilt Steering Wheel		X
Cruise Control		X
AM / FM Radio		X
Automatic Transmission		X
Full size Spare Tire		X
Rearview Camera		X
Remote Keyless Entry		X
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		X
Packages: Trailer Tow Package		X
Exterior: All Season Tires		X
Bed Length: 5-1/2 Foot		X
Interior: Medium Dark Slate		X
Misc: Jack and Tire Changing Tools		X
SUB – TOTAL AMOUNT	\$	53,685.60
OTHER COSTS	\$	5.00
SALES TAX	\$	4,187.48
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	57,878.08

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: May 31, 2024

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: One (1) New Ford F-250 XL SuperCrew 4x4

Vehicle Year, Make, & Model:

x 2024 Ford F-250 Super Crew 4x4 LB

One (1) Nev	MINIMUM SPECIFICATIONS v Ford F-250 XL SuperCrew 4x4	MEETS MINIMUM SPECIFICATIONS	
		NO	YES
Paint: Wi	nite		X
Powertrain:	6.8L V8		X
Drive: 4-\	Wheel Drive		X
Equipment	Group:		X
	Power Windows		X
	Tilt Steering Wheel		X
	Cruise Control		X
	AM / FM Radio		X
	Automatic Transmission		X
	Full size Spare Tire		X
	Rearview Camera		X
	Remote Keyless Entry		X
	(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		X
Packages: Trailer Tow Package			X
Exterior:	All Season Tires		X
Bed Length:	: 8 Foot		X
Interior: Medium Dark Slate			X
Misc:	Jack and Tire Changing Tools		X
	Platform Running Boards		X
	SUB – TOTAL AMOUNT	\$	50,535.20
	OTHER COSTS	\$	5.00
	SALES TAX	\$	3,941.75
	TOTAL AMOUNT OF DELIVERED VEHICLE	\$	54,481.95

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: May 31, 2024

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: One (1) New Ford F-350 SuperCrew SRW Chassis Cab 4x4

Vehicle Year, Make, & Model:

x 2024 Ford F-350 Super Crew Chassis 4x4

MINIMUM SPECIFICATIONS One (1) New Ford F-350 SuperCrew SRW Chassis Cab 4x4	MEETS MINIMUM SPECIFICATIONS	
	NO	YES
Paint: White		X
Powertrain: 7.3L Gas Engine		X
Transmission: Automatic		X
Drive: 4-Wheel Drive		X
Wheelbase: 179"	,	X
Equipment Group:		Х
Power Windows		X
Tilt Steering Wheel		X
Cruise Control		X
AM / FM Radio		X
Full size Spare Tire		X
Rearview Camera		X
Remote Keyless Entry		X
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		X
Packages: Trailer Tow Package		X
Exterior: All Season Tires		X
		X
Interior: Medium Earth Gray		X
Misc: Jack and Tire Changing Tools		X
Platform Running Boards		X
SUB – TOTAL AMOUNT	\$	52,875.80
OTHER COSTS	\$	5.00
SALES TAX	\$	4,514.31
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	57,395.11

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: May 31, 2024

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

STA	ATE OF ARIZONA)
CO)ss unty of: Maricopa)
	Jared Smith
	(Name of Individual) being first duly sworn, deposes and says:
	That he is Government and Commercial Fleet Manager
	ofand
	(Name of Business)
and	That he is bidding on Gila County Bid No. 113023 - Thirteen (13) Various Models of New Ford Vehicles d,
	That neither he nor anyone associated with the saidSan Tan Ford
	(Name of Business)
	any action in restraint of free competitive bidding in connection with the above-mentioned project.
	San Tan Ford
	Name of Business
	By
	Flores man and Commercial Flore + Manago
Sub	oscribed and sworn to before me this 23 day of January, 2024.
	My Commission expires:
No	tary Public O4 04 24
	GEORGIA ROWE Notary Public - Arisona Pinal County Commission # 623610 My Comm. Expires Apr 4, 2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

Jared Smith - Government and Commercial Fleet Manager Typed Name and Title of Authorized Representative Signature of Authorized Representative I am unable to certify the above statements. My explanation is attached

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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

Signature of Authorized Representative

Jared Smith

Printed Name

Government and Commercial Fleet Manager

Title

CERTIFICATION OF NO FORCED LABOR

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China and;
- 3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within five (5) business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMEN	<u>r</u> _		COMPLETED AND EXECUTED		
QUALIFICATION & CE	ERTIFICATION FORM		X		
PRICE SHEETS			X		
NO COLLUSION AFFA	DAVIT		X		
CERTIFICATION REGA	ARDING DEBARMENT		X		
LEGAL ARIZONA WO	RKS ACT COMPLIANCE		X		
CERTIFICATION OF N	O FORCED LABOR		X		
ISRAEL BOYCOTT CER	RTIFICATION		X		
BIDDERS CHECKLIST	& ADDENDA ACKNOWLEDG	SEMENT	X X		
OFFER PAGE			X		
ACKNOWLEDGMENT OF R #1 Initials	#2	#3	#4	#5	
Date Signed and dated this2	1_ _{day of} _January	, 2024	1		
		San Ta			

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 113023 Thirteen (13) Various Models of New Ford Vehicles. All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before Thursday, January 25, 2024, 11:00 A.M.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 113023 Thirteen (13) Various Models of New Ford Vehicles

Firm Submitting Bid:		For clarification of this offer, contact:		
San Tan Ford		Name: _Jared Smith		
Company Name				
1429 E. Motorplex Loop		Phone No.: _480-621-3740		
Address		Fax 480-621-3796		
Gilbert AZ	85297	1 9 1		
City State	Zip	Email: jaredsmith@santanford.com		

Signature of Authorized Person to Sign

Jared Smith

Printed Name

Government and Commercial Fleet Manager Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Ad	ccepted:	
Invitation for Bid No.		is now bound to provide the materials or services listed in terms and conditions, specifications, amendments, etc. and the
commence any billabl		to as <u>Contract No. 113023</u> . The Vendor has been cautioned not to any material or service under this Contract until Vendor receives
Awarded this	day of	, 2024
GILA COUNTY E	BOARD OF SUPERVISOR	5 :
Stephen Christ	ensen Chairman, Board	of Supervisors
ATTEST:		
James Menlovo	e, Clerk of the Board	
APPROVED AS	TO FORM:	
The Gila Count	v Attornev's Office	

PREPARED FOR

GILA COUNTY, ARIZONA



PREPARED BY

KIG Vehicle Concepts LLC

14650 SW 93rd Court, Miami, FL 33176 CAGE: 6CRF1 SAM UEI: LGKMVUF53PG3

NEW FORD VEHICLES



INTRODUCTION

KIG Vehicle Concepts and its affiliates (collectively, "Team KIG") are pleased to provide this proposal in response to Bid # 113023, issued by the Gila County. A full account of compliance to the solicitation is contained in our proposal with a description to how compliance is achieved.

POINT OF CONTACT

For the purposes of enquiry, with respect to the content of this document, all questions should be directed to:

Muzammil Kazi

KIG Vehicle Concepts LLC 14650 SW 93rd Court, Miami, FL 33176

Cell: (+1) 202-746-3049

Email: muzammil.kazi@kigvehicleconcepts.com

PROJECT PLAN

A project plan will be used to monitor, document and contain all details necessary to supervise the project and be aware of key events such as vehicle delivery, inspection, transfer, and sale. Team KIGVC will ensure specific specifications are obtained and assembled for each vehicle in this solicitation. Mr. Muzammil Kazi will provide oversight for all order processing, logistics, shipment scheduling, and inspection scheduling activities on this procurement as the appointed Program Manager. All vehicles will be thoroughly inspected before customer delivery by Mr. Kazi and his team to ensure all vehicles pass the KIGVC pre-delivery inspection. Furthermore, team KIGVC will conduct weekly status meetings with all concerned parties to address any issues or updates on this procurement for action.

TECHNICAL SOLUTION

Team KIGVC brings comprehensive and demonstrated technical and management experience in all facets of inspection, procurement, preparation, and delivery, ensuring the successful completion of this project and its planned initiatives. We are fully engaged with this procurement process and are familiar with the need to ensure local spare part availability. This enables our team to monitor progress on procurements and identify issues before problems occur.

Team KIGVC has vast experience in the automotive industry. Please see our past performances to review our level of experience. Our experienced team have a detailed knowledge of the requirements of the vehicles. In our own current and past contracts, we procured vehicles compliant to the end-user country, based on the availability of service centres and spare parts.



All vehicles that passes through Team KIGVC contract are inspected to our standard. We understand our client's need to ensure all vehicles are properly inspected for any damage, both interior and exterior. We understand that each vehicle needs to meet the order specifications and has all required equipment. Team KIGVC also understands the need for documentation of all events of the procurement process.

Team KIGVC has a clear understanding of the Statement of Work. We foresee no challenges in pursuing the proposed objective. KIGVC has vast experience in the procurement and delivery of vehicles to challenging locations. We are confident in our ability to perform this project to the quality demanded and in the time proposed. Our experience in procuring, inspecting, documenting, delivering, and maintaining patrol vehicles is unrivalled.

Team KIGVC has received excellent performance ratings on existing contracts. Team KIGVC is committed to maintaining this level of performance management for the contract and is well positioned to carry out the quality assurance requirements of this procurement effort. We will carry this commitment to quality in our daily work in support of the project. Team KIGVC is familiar with the processes involved with procuring and delivering vehicles to challenging locations throughout Africa.

SPARE PARTS AVAILABILITY & WARRANTY

Team KIGVC confirms local spare part availability. Team KIGVC also has great relationships with OEMs and is able to easily procure spare parts in-country if the need arises, including providing local warranties.

DELIVERY SCHEDULE

Team KIGVC will work with the End User to develop an expedited delivery schedule to exceed customer requirements. Team KIGVC has an established track record of exceeding customer requirements and can re-allocate significant resources to fast-track out of cycle delivery orders that meet the customer's urgent requirements and will deliver vehicles in 180 days depending on order placement.



OFFERED VEHICLES TECHNICAL SPECIFICATIONS

2023 Ford Escape 2.0L Ecoboost 8 Speed AT AWD SUV Equipment group 401A



Exterior

- ➤ Active grille shutters
- Easy fuel® capless filler
- Fog lamps-led
- Grille black mesh
- Headlamps- led with signature lighting
- Privacy glass rear doors
- Rear int wiper/wash/dfrst
- > Rear spoiler, st unique
- ➤ Roof-rack side rails-black
- St-line badging
- > Taillamps-led
- Unique rear skid plates

Interior

- ➤ 1 Touch Up/Down Frt/Rr Win
- ➤ Aluminum Sport Pedals
- Center Console W/Armrest
- Clth/Vinyl Bkt Front Seats
- Dual Zone Auto Climate Control
- ➤ Floor Mats W/Red Stitching
- Heated Driver Front Pass Seats
- Powerpoints 12V
- Red Stitch Accents
- Sport Bucket Front Seats
- ➤ Steering Wheel Flat -Bottom W/ Red Stitch
- > Str Whl-Htd & Premium Wrpd
- USB A and C
- > 225/60R18 100H A/S BSW Tires
- ➤ 18" Rock Met Painted Wheel

Functional

- Auto start stop tech
- ➤ BLIS w/cross-traffic alert
- > Electric Parking Brake
- ➤ FordpassTM Connect
- ➤ Intelligent Access W/Push Button Start
- Refresh95
- Remote Start System
- ➤ SIRIUSXM® W/360L- NA AK&HI
- Sport-Tuned Suspension

- ➤ AdvanceTracTM With RSC®
- Airbag Driver Knee
- Airbags Dual Stage Front
- Airbags Front Seat Mounted Side Impact
- Airbags Safety Canopy®
- Latch Child Safety System
- ➤ SOS Post-Crash Alert SysTM
- ➤ Tire Pressure Monit System
- ➤ Tech package #1
- > Evasive Steering Assist
- Connected Built-In Navigation
- Lane Centering Assist
- Rear Parking Sensors
- ➤ Intelligent Adaptive Speed Control
- ➤ 13.2" Touchscreen
- Front license plate bracket



2024 Ford Expedition 3.5L V6 4x4 10 Speed AT SUV Equipment group 202A



Exterior

- Acoustic-Laminate Windshld
- ➤ Active Grille Shutters
- ➤ Easy Fuel® Capless Filler
- Grille-Twin Spar
- Headlamps -Wiper Activated
- Headlamps-Led Reflector
- Privacy Glass Rear Doors
- Rear Int Wiper/Wash/Dfrst
- ➤ Roof-Rack Side Rails-Black
- Trailer Sway Control

Interior

- ➤ 1touch Up/Down Dr/Pass Win
- > 8.0" Productivity Screen
- Auto-Dim Rearview Mirror
- Cargo Bin
- Centre Console W/Armrest
- Dual Illum Vis Vanity Mirr
- Leather Wrapped Str Wheel W/Cruise And Audio Control
- ➤ Power fold 3rd Row Seat
- ➤ Power points 12v (4)
- Rotary Gear Shift Dial
- Smart Chraging USBS-All Rows
- Tri-Zone Auto Climate Control

Functional

- ➤ AM/FM/MP3, 6 Speakers
- Cargo Protector
- Class IV Trailer Tow Prep Pak
- ➤ FORDPASS™ connect 4gwi-fi
- Hotspot Telematics Modem
- ➤ Hill Start Assist
- Intelligent 4WD System
- Keyless Entry W/Push Start
- Post-Collision Braking
- ➤ SIRIUSXM® W/360L- NA AK&HI
- ➤ Sync®4 W/EVR & 12" Screen
- Terrain Management System
- Universal Garage Door Opener

- ➤ AdvanceTracTM With RSC®
- Airbags Dual Stage Front
- ➤ Airbags Safety Canopy®
- Airbags Side Impact
- Individual Tire Press Monit System
- Latch Child Safety System
- Perimeter Alarm
- Personal Safety SystemTM
- Rear Occupant Alert
- Securilock® Anti-Theft System
- ➤ Sos Post-Crash Alert SysTM
- P275/55r20 A/T BSW Tires
- ➤ 20" 6-Spk Gloss Black-Painted Wheels
- Front License Plate Bracket



2023 Ford Explorer XLT 2.3L Ecoboost 4x4 10 Speed AT SUV Equipment group 200A



Exterior

- Door Handles Body Color
- ➤ Easy Fuel® Capless Filler
- Headlamps Auto LED
- ➤ LED Signature Lighting
- Mirrors-Man-Fold Dual Power Heated with Approach Lamps
- ➤ Power Liftgate
- Privacy Glass Rear Doors
- Rear Int Wiper/Wash/Defrost
- Rear Spoiler, Body Color
- Roof-Rack Side Rails-Black
- ➤ Taillamps-LED
- ➤ Trailer Sway Control
- ➤ Variable Interval Wipers
- ➤ 18" 5-Spoke Painted Alum Wheels
- > P255/65R18 A/S BSW Tires

Interior

- ➤ 1touch Up/Down Dr/Pass Win
- ➤ 2nd Rw Splt Bench W/E-Z Entry
- ➤ 3rd Row 50/50 Fold Flat
- ➤ Dual Illum Vis Vanity Mirr
- Heated Cloth Front Seats
- ➤ Ip Cluster 6.5" Lcd Screen
- Leather Wrapped Steering Wheel
- ➤ Power Driver Seat 10 Way
- Power Pass Seat 4-Way
- Powerpoints 12V
- Rotary Gear Shift Dial
- ➤ Tilt/Telescoping Steering W/Wheel Mounted Controls
- > Tri-Zone Electronic Tmp. Control
- ➤ USB A(1) & C(1)-1st Row

Functional

- 4-Dr Intell Access Lock/Unlock W/Push-Button Start
- ➤ Am/Fm/Mp3, 6 Speakers
- Brakes, 4-Wheel Disc/ABS
- ➤ Ford Co-Pilot360TM
- FordpassTM Connect
- Hill Start Assist
- Rear Parking Sensors
- Rear View Camera
- Refresh95
- ➤ Side-Wind Stabilization
- SIRIUSXM® SVC N/A AK&HI
- SYNC®3 8" SCRN W/APPLINK®

- ➤ AdvanceTracTM with RSC®
- Airbag-Driver/Pass Knee
- Airbags Dual Stage Front
- Airbags Front Seat Mounted Side Impact
- Airbags Safety Canopy®
- Individual Tire Press Monitoring System
- Latch Child Safety System
- Perimeter Alarm
- Personal Safety SystemTM
- SOS Post-Crash Alert SysTM



2023 Ford F150 XLT 5.0L V8 Super Crew 4x4 10 Speed AT 145 in. Wheelbase Equipment Group 301A



Exterior

- Daytime Running Lamps
- Easy Fuel® Capless Filler
- Fog Lamps
- > Fully Boxed Steel Frame
- Headlamps Auto High Beam
- Headlamps Autolamp (On/Off)
- Pickup Box Tie Down Hooks
- Power Tailgate Lock
- Rear Privacy Glass
- Trailer Sway Control
- Wipers- Intermittent
- > 17" Silver Painted Aluminum
- LT265/70R17C BSW All-Terrain

Interior

- Door Locks Power
- Dual Visor Vanity Mirrors
- Illuminated Entry
- Message Ctr: Outside Temp, Compass, Trip Computer
- Powerpoints 12V
- ➤ Tilt/Telescope Str Column

Equipment Group 301A

- XLT Series
- 8-Way Power Drivers Seat
- ➤ Electronic Auto Temp Control
- SIRIUS XM W/ 360L
- Sync 4 W/Enhanced Voice Recognition

Functional

- > Auto Hold
- ➤ BLIS W/Cross-Traffic Alert
- Dynamic Hitch Assist
- ➤ FORDPASS ConnectTM 4g Hotspot Telematics Modem
- Lane-Keeping System
- ➤ Mykey®
- Post-Collision Braking
- Pre-Collision Assist W/Aeb
- Reverse Brake Assist
- Reverse Sensing & Rear View Camera
- ➤ Selectshift®

Safety/Security

- ➤ AdvanceTracTM With RSC®
- Airbags Front Seat Mounted Side Impact
- Airbags Safety Canopy®
- Ctr High Mount Stop Lamp
- Perimeter Alarm
- Sos Post-Crash Alert SysTM
- ➤ Tire Pressure Monit Sys

Other Features

- > 3.31 Electronic Lock Rear Axle
- > 7050# GVWR Package
- Front License Plate Bracket
- Black Platform Running Boards
- Liner-Tray Style-No Carpet Mat
- Trailer Tow Package
- Integrated Trailer Brake Cont
- Extended Range 36gal Fuel Tank
- Bedliner-Plastic Drop-In



2023 Ford F250 XL 6.8L V8 Crew Cab 4x4 10 Speed AT 176 in. Wheelbase SRW



Exterior

- ➤ Box Rail/Tailgate Mouldings
- Door Handles Black
- ➤ Headlamps Auto lamp (On/Off)
- Pickup Box Tie Down Hooks
- Power Tailgate Lock
- Tow Hooks & Trailer Brake Controller
- Trailer Sway Control
- Wipers- Intermittent

Interior

- ➤ 4.2" Productivity Screen
- Air Cond, Manual Front
- Cloth Sun Visors
- Driver Seat-Manual Lumbar
- Outside Temp Display
- Particulate Air Filter
- Power Locks And Windows
- Steering: Tilt/Telescope, Cruise & Audio Controls

Other Features

- Preferred Equipment Pkg.600A
- ➤ LT245/75R17E BSW All-Terrain
- 3.73 Ratio Regular Axle
- Front License Plate Bracket
- Platform Running Boards
- ➤ 10600# GVWR Package
- Snow Plow Prep Package
- ➤ Roof Clearance Lights
- Jack
- ➤ 250 Amp Alternator
- Payload Package Upgrade
- > Tough Bed Spray-in Bedliner
- XL Chrome Package, Fog Lamps, Box Link

Functional

- ➤ 4-Wheel Antilock Brake Sys
- ➤ FordpassTM Connect 5gwi-Fi, Hotspot Telematics Modem
- Hill Start Assist
- Manual Locking Hubs
- Mono Beam Coil Spring Frt Suspension W/Stab Bar
- Rear View Camera
- Remote Keyless Entry
- ➤ Sync®4 W/8" Screen

- ➤ AdvancetracTM With RSC®
- ➤ Airbags Safety Canopy®
- ➤ Belt-Minder Chime
- Driver/Passenger Air Bags
- ➤ SECURILOCK® Anti-Theft Sys
- ➤ SOS Post-Crash Alert SysTM



2024 Ford F350 XL 7.3L V8 Crew Cab Chassis 4x4 10 Speed AT 179 in. Wheelbase SRW



- Oxford white
- Vinyl 40/20/40 seats
- Medium dark slate Interior
- Preferred Equipment Pkg.630a
- > XL Trim
- ➤ Air conditioning CFC free
- ➤ AM/FM Stereo MP3/Clk
- LT275/65R18E BSW All Season
- ➤ 4.30 Electronic-Locking Axle
- > Spare Tire and Wheel
- > Jack
- CV Lot Management
- Platform Running Boards
- ➤ 11400# GVWR Package



QUALITY ASSURANCE

Team KIGVC routinely issues QA/QC plans for USG contracts and will apply similar measures to this project. Team KIGVC will be led by Program Manager Muzammil Kazi who will provide leadership and is responsible for preparing and executing all deliverables. Mr. Kazi will coordinate all contractor support with designated representatives and monitor all tasks to ensure that mission requirements are tracked and on schedule.

Mr. Kazi will meet with his team and the end user throughout the period of each key event to ensure delivery and performance while adhering to schedule and cost control. Team KIGVC technical and management processes employed during execution will, as necessary, respond to customer-directed changes and deliver the highest performance and quality level standards for customer satisfaction, schedule adherence, and cost control.

Procurement:

Team KIGVC will use our highly trained and qualified procurement staff to expedite task order purchasing. Attention to detail in compliance, quality and lead times ensures product criterion and delivery schedules are met.

Customer Feedback:

Customer feedback provides us with insights into the quality of our service from a customer perspective and, hence, it is the most significant of the performance metrics we collect, assess, and track. We value and take action on customer feedback – both solicited and unsolicited. To ensure that we obtain the most comprehensive feedback from our customers, we apply a variety of mechanisms to solicit and collect such feedback:

- Customer Follow-up
- Customer Surveys

Supply chain Logistics:

From experience, Team KIGVC has built a team of professionals providing efficient supply chain management and turnkey procurement solutions in many austere areas overseas. Team KIGVC has identified the intricacies associated with cargo movement and provides an indigenous, proven network of support. KIGVC calls upon our staff to expedite delivery without losing precise control over cargo movement.

In-country relationships:

Team KIGVC has fostered direct relationships with terminal handling crews, authorized dealers, and has 24 hour emergency communications with it's freight forwarders. These key relationships enable KIGVC to track freight, monitor damage and mitigate prospective risk.

Control and flexibility:

Team KIGVC key staff members expedite project, and supply chain management in-person rather



than from a desk. This provides our customers with first-hand knowledge of the movement of their products. KIGVC provides comprehensive pre-shipment inspections at the dealer facility to minimize risk.

Over the past three years, Team KIGVC has executed more than 70 projects awarded by the U.S. Government. This includes projects for vehicle procurement including complete supply chain management and delivery logistics for more than vehicles worldwide. Team KIGVC will comply with the proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments. Team KIGVC has achieved a consistently high rate of success in meeting the period of performance on every project it has been awarded to date and has an excellent record of performance, integrity and business ethics.

Team KIGVC has the necessary organization, experience, technical skills, financial strength and the ability to access further resources when necessary including production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced and services to be performed by us. Our technical teams have executed many similar task orders over the past three years and possess the necessary skills and experience to ensure an effective and prompt delivery of all the requirements of this project.

Furthermore, Team KIGVC has the necessary capabilities, facilities, equipment, and other resources that are critical in meeting the requirements of this project and is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Finally, Team KIGVC recognizes the importance and urgency of the procurement and delivery schedule under this solicitation and is committed to meeting the required schedule. Upon award, we will work with the customer to develop an expedited delivery schedule to exceed customer requirements. Team KIGVC has an established track record of exceeding customer requirements and can re-allocate significant resources to fast-track out of cycle delivery orders that meet the customer's urgent requirements under this solicitation.

Logistics & Supply Chain Management:

Team KIGVC has logistics experience covering all major components of logistics supply chain management including but not limited to:

- Enhanced Freight Forwarding, Carrier networks, and Consignment Tracking
- Storage and Warehousing facilities
- Documentation tailored for each local region/province

These supply chain components are augmented by in-country, on-the-ground inspection and survey personnel and our network of teaming partners. KIGVC logistics advantage is experience; relevant, recent experience in the difficult business environments in which our clients operate. KIGVC comprehensive services were developed specifically to meet the challenges governments and organizations face in logistics and supply-chain management, in those areas of the world that are most complex: conflict zones, unstable regions and remote outposts.



By supporting our logistics and supply-chain management services with an in-house intelligence and risk management capacity in all areas of your operation, KIGVC can reduce loss, ensure operational goals are met and at the same time, maintain efficient and streamlined delivery times.

Shipping & Logistics Plan:

Team KIGVC understands its responsibility for all shipping costs associated with the delivery of these vehicles. All proposed vehicles undergo stringent manufacturers' quality control after production.

Our shipping and logistics plan takes into consideration export clearance and paperwork, insurance, ocean-freight, destination clearance, inland trucking, and final delivery to the end-user.



Team KIGVC Logistics Capabilities:

Clients look to Team KIGVC to deliver complex projects in challenging locations and environments around the world. Team KIGVC project management expertise comes to the forefront in each phase of every project including initiation, planning/development, execution/production, monitoring and control, and ultimately in closure and completion.

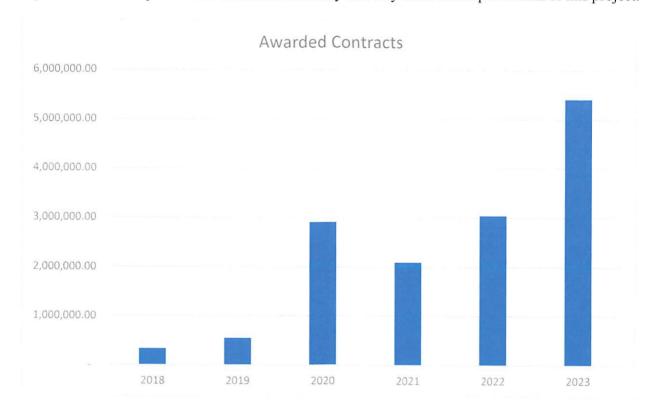
Team KIGVC has extensive experience with dedicated freight forwarders who have helped establish valuable processes and contacts to ensure effective implementation. Team KIGVC personnel and offices worldwide ensure timely completion of projects by all vendors/suppliers. Team KIGVC has exceptional logistics and supply chain management using tested processes to meet compliance, quality, and schedule requirements within each task order.

Team KIGVC has an established logistical operation approach. We are fully able to arrange pickup and transport of vehicles as needed. We offer prices ex-factory, ex-works UAE, or FOB destination. Team KIGVC client's demand a variety of procedures for moving vehicles as needed. We offer a several different shipping methods, to include airfreight, land freight, sea freight, rail, and a combination. All vehicles are insured during transportation.



CURRENT & PAST PROJECTS

Over the past three years, the KIGVC team has funded and executed a number of projects awarded by the United States government. The KIGVC team has the necessary organization, experience, technical skills, and the ability to secure additional resources as needed (including, where applicable, such items as production control procedures, systems control of properties, product and service assurance measurements to be carried out by the KIGVC team. Our technical teams have carried out numerous orders for similar tasks over the past five years and have the skills and experience necessary to ensure efficient and timely delivery of all the requirements of this project.



The KIGVC team has the capacity, facilities, equipment and other resources to meet the requirements of this project and is otherwise qualified and eligible to receive an award under applicable laws and regulations. The KIGVC team has not had any contract terminated, in whole or in part, for default during the past three (3) years and no contract which is currently in the process of being terminated. Point of Contact references for all Team KIGVC contracts are available upon request.

Please see below for a few of Team KIGVC current and past vehicle contracts.



KIG Vehicle Concepts LLC Proprietary Bid # 113023 Vehicles for Gila County, Arizona

Arkansas Department of Parks, Heritage & Tourism

A. Company Name (Division/Team Member): KIG Vehicle Concepts, LLC

B. Contract Specifics:

Purchase Order Number:	4502151937	4502151944		
Dollar Amount of Projects:	US \$ 55,304.85	US \$ 141,223.62		
Status:	Completed			

- C. Project Description: The contract includes the procurement and delivery of 3 vehicles Arkansas department of Parks, Heritage & Tourism.
 - 1. 1 unit of Dodge RAM 1500 Tradesman Crew Cab, 4x4 short bed
 - 2. 2 units of Ford Expedition XL STX 4x4 SUV

Team KIGVC technical experts determined the specific vehicle and equipment's that would be compliant with the end-user / destination country laws, regulations, climate, and spare part availability. Team KIGVC established relationships and deliver the vehicle within the allotted Period of Performance.

Federal Aviation Administration (FAA), Alaska

- A. Company Name (Division/Team Member): KIG Vehicle Concepts, LLC
- B. Contract Specifics:
 - 1. Contract Number: 697DCK-22-P-00206
 - 2. Dollar Amount of Project: US \$ 359,038.09
 - 3. Status: Completed
- C. Project Description: The contract includes the procurement and delivery of 6 vehicles to the Federal Aviation Administration in Alaska.
 - 3. 3 units of Ford F150 Crew Cab
 - 4. 1 unit of Ford F250 Crew Cab
 - 5. 1 unit of Ford Expedition SUV, and
 - 6. 1 unit of Jeep Cherokee SUV

Team KIGVC technical experts determined the specific vehicle and equipment's that would be compliant with the end-user / destination country laws, regulations, climate, and spare part availability. Team KIGVC established relationships and deliver the vehicle within the allotted Period of Performance.



KIG Vehicle Concepts LLC Proprietary Bid # 113023 Vehicles for Gila County, Arizona

City of Mobile, Alabama

A. Company Name (Division/Team Member): KIG Vehicle Concepts, LLC

B. Contract Specifics:

Contract Number:	21011589	22008928	22008929	22008930		
Dollar Amount of Projects:	US \$ 35,361.00	US \$ 72,719.14	US \$ 67,040.42	US \$ 67,040.42		
Status:	Completed					

C. Project Description: The contract includes procuring and delivering 1 unit of Toyota Camry Sedan & 3 units of Chevy Tahoe SUV vehicles to the City of Mobile, Alabama. The contract included procurement efforts, logistics, and coordination with the end user. Team KIGVC technical experts determined the specific vehicle and equipment's that would be compliant with the end-user / destination country laws, regulations, climate, and spare part availability. Team KIGVC established relationships and deliver the vehicle within the allotted Period of Performance.

UTVs for Marine Corps University, Virginia

- A. Company Name (Division/Team Member): KIG Vehicle Concepts, LLC
- B. Contract Specifics:

1. Contract Number: M0026422P0144

2. Dollar Amount of Project: US \$ 76,041.20

3. Status: Completed

C. Project Description: The contract includes the procurement and delivery of 2 units of John Deere XUV835R Premium HVAC Cab Crossover Utility Vehicle delivered to the Marine Corps University, Quantico, Virginia. Team KIGVC technical experts determined the specific vehicle and equipment's that would be compliant with the end-user / destination country laws, regulations, climate, and spare part availability. Team KIGVC established relationships and deliver the vehicle within the allotted Period of Performance.

U.S. Embassy Panama

- A. Company Name (Division/Team Member): KIG Vehicle Concepts, LLC
- B. Contract Specifics:

1. Contract Number: 19PM0720P0496

2. Dollar Amount of Project: US \$ 158,135.00

3. Status: Completed



KIG Vehicle Concepts LLC Proprietary Bid # 113023 Vehicles for Gila County, Arizona

C. Project Description: The contract includes the procurement and delivery of 4 units of Nissan Sentra Sedan, 1 each unit of Nissan Pathfinder SUV and Nissan Urvan Panel Van delivered to the US Embassy Panama. The contract included procurement efforts, logistics, and coordination with the end user for paperwork, Government exemptions, and delivery. Team KIG technical experts determined the specific vehicle and equipment's that would be compliant with the end-user / destination country laws, regulations, climate, and spare part availability. Team KIG established relationships within Panama and helped to pave the way for a smooth transition of products into country, with successful turnover of vehicle within the allotted Period of Performance.

D. Point of Contact:

Name: Valerie Laboy / Contracting Officer

Email: LaboyVA@state.gov

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

CONTACT NUMBER 113023 Thirteen (13) Various Models of New Ford Vehicles

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of Principal Vendor:
	KIG Vehicle Concepts LLC
	14650 SW 93rd Court Miami FL 33176 USA
	(202)-746 3049
2.	Has Vendor (under its present or any previous name) ever failed to complete a contract? Yes No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3.	Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4.	Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or ar previous name) prior to end of contract period? Yes No. If "Yes", give detail including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5.	Vendor must also provide at least the following information: a. A Cost Bid shall be submitted on the Price Sheet, attached hereon, and made a full part of the contract by this reference.
	b. Gila County reserves the right to request additional information.
	Signature of Authorized Person to Sign
	Muzammil kazi
	Printed Name
	Owner
	Title

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: Four (4) New Ford Escape AWD

Vehicle Year, Make, & Model:

x 2023 FORD ESCAPE 2.0L ECOBOOST 8 SPEED AT AWD SUV

MINIMUM SPECIFICATIONS Four (4) New Ford Escape AWD	MEETS MINIMUM SPECIFICATIONS		
	NO	YES	
Paint: White		YES	
Powertrain: 2.0L EcoBoost		YES	
Drive: All-Wheel Drive		YES	
Equipment Group: 401A		YES	
Power Windows		YES	
Tilt Steering Wheel		YES	
Cruise Control		YES	
AM / FM Radio W/ SYNC	YES		
Automatic Transmission		YES	
Mini Spare Tire		YES	
Rearview Camera		YES	
Remote Keyless Entry		YES	
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		YES	
Exterior: All Season Tires		YES	
Interior: Ebony		YES	
Misc: Jack and Tire Changing Tools		YES	
SUB – TOTAL AMOUNT	\$	181,792.16	
OTHER COSTS	\$		
SALES TAX	\$		
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	181,792.16	

Delivery Location: Gila County Fleet Management,	1001 W. Besich Blvd., Globe, AZ 85501
Estimated Date of Delivery prior to June 30, 2024:	June 30, 2024
Vendor Name: KIG Vehicle Concepts LLC	Contact Number: (202)-746 3049

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: One (1) New Ford Expedition XLT 4x4

Vehicle Year, Make, & Model:

x 2024 FORD EXPEDITION XLT 3.5L V6 4x4 10 SPEED AT SUV

MINIMUM SPECIFICATIONS One (1) New Ford Expedition XLT 4x4		MINIMUM FICATIONS	
	NO	YES	
Paint: White		YES	
Powertrain: 3.5L EcoBoost		YES	
Drive: 4-Wheel Drive	YES		
Equipment Group: 202A		YES	
Power Windows		YES	
Tilt Steering Wheel		YES	
Cruise Control		YES	
AM / FM Radio W/ SYNC		YES	
Automatic Transmission		YES	
Full size Spare Tire		YES	
Rearview Camera		YES	
Remote Keyless Entry		YES	
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		YES	
Exterior: All Season Tires		YES	
Interior: Black		YES	
Misc: Jack and Tire Changing Tools		YES	
SUB – TOTAL AMOUNT	\$	78,122.62	
OTHER COSTS	\$	10,122.02	
SALES TAX	\$		
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	78,122.62	

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: June 30, 2024

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: Three (3) New Ford Explorer 4x4

Vehicle Year, Make, & Model:

x 2023 Ford Explorer XLT 2.3L Ecoboost 4x4 10 Speed AT SUV

MINIMUM SPECIFICATIONS Three (3) New Ford Explorer 4x4	MEETS MINIMUM SPECIFICATIONS	
	NO	YES
Paint: White		YES
Powertrain: 2.3L EcoBoost or 3.0L EcoBoost		YES
Drive: 4-Wheel Drive		YES
Equipment Group: 200A		YES
Power Windows		YES
Tilt Steering Wheel		YES
Cruise Control		YES
AM / FM Radio W/ SYNC		YES
Automatic Transmission		YES
Mini size Spare Tire		YES
Rearview Camera		YES
Remote Keyless Entry		YES
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		YES
Exterior: All Season Tires		YES
Interior: Black		YES
Misc: Jack and Tire Changing Tools		YES
SUB – TOTAL AMOUNT	\$	151,429.24
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	151,429.24

<u>Delivery Location</u>: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: _____June 30, 2024

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: Three (3) New Ford F-150 XLT SuperCrew 4x4

Vehicle Year, Make, & Model:

x 2023 Ford F150 XLT 5.0L V8 Super Crew 4x4 10 Speed AT 145 in. Wheelbase

MINIMUM SPECIFICATIONS Three (3) New Ford F-150 XLT SuperCrew 4x4		MEETS MINIMUM SPECIFICATIONS		
	NO	YES		
Paint: White		YES		
Powertrain: 5.0L V8		YES		
Drive: 4-Wheel Drive		YES		
Equipment Group: XLT Mid		YES		
Power Windows		YES		
Tilt Steering Wheel		YES		
Cruise Control		YES		
AM / FM Radio		YES		
Automatic Transmission		YES		
Full size Spare Tire		YES		
Rearview Camera		YES		
Remote Keyless Entry		YES		
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		YES		
Packages: Trailer Tow Package		YES		
Exterior: All Season Tires		YES		
Bed Length: 5-1/2 Foot		YES		
Interior: Medium Dark Slate		YES		
Misc: Jack and Tire Changing Tools		YES		
SUB – TOTAL AMOUNT	\$	196,419.84		
OTHER COSTS	\$			
SALES TAX	\$			
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	196,419.84		

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: June 30, 2024

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: One (1) New Ford F-250 XL SuperCrew 4x4

Vehicle Year, Make, & Model:

x 2023 Ford F250 XL 6.8L V8 Crew Cab 4x4 10 Speed AT 176 in. Wheelbase SRW

MINIMUM SPECIFICATIONS One (1) New Ford F-250 XL SuperCrew 4x4	MEETS MINIMUM SPECIFICATIONS		
	NO	YES	
Paint: White		YES	
Powertrain: 6.8L V8		YES	
Drive: 4-Wheel Drive		YES	
Equipment Group:		YES	
Power Windows		YES	
Tilt Steering Wheel		YES	
Cruise Control		YES	
AM / FM Radio		YES	
Automatic Transmission		YES	
Full size Spare Tire		YES	
Rearview Camera		YES	
Remote Keyless Entry		YES	
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		YES	
Packages: Trailer Tow Package		YES	
Exterior: All Season Tires		YES	
Bed Length: 8 Foot		YES	
Interior: Medium Dark Slate		YES	
Misc: Jack and Tire Changing Tools		YES	
Platform Running Boards		YES	
SUB – TOTAL AMOUNT	\$	64,104.35	
OTHER COSTS	\$		
SALES TAX	\$		
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	64,104.35	

Delivery	Location:	Gila County	/ Fleet Manag	gement, 100	1 W.	Besich Blvd.	, Globe,	AZ 85	501

Estimated Date of Delivery prior to June 30, 2024: June 30, 2024

PRICE/SPECIFICATION SHEET GENERAL SERVICES/FLEET MANAGEMENT

DESCRIPTION: One (1) New Ford F-350 SuperCrew SRW Chassis Cab 4x4

Vehicle Year, Make, & Model: x 2024 Ford F350 XL 7.3L V8 Crew Cab Chassis 4x4 10 Speed AT 179 in. Wheelbase SRW

MINIMUM SPECIFICATIONS One (1) New Ford F-350 SuperCrew SRW Chassis Cab 4x4			
	NO	YES	
Paint: White		YES	
Powertrain: 7.3L Gas Engine		YES	
Transmission: Automatic		YES	
Drive: 4-Wheel Drive		YES	
Wheelbase: 179"		YES	
Equipment Group:		YES	
Power Windows		YES	
Tilt Steering Wheel		YES	
Cruise Control		YES	
AM / FM Radio		YES	
Full size Spare Tire		YES	
Rearview Camera		YES	
Remote Keyless Entry		YES	
(5 TOTAL ENTRY & IGNITION KEYS/FOB SETS)		YES	
Packages: Trailer Tow Package		YES	
Exterior: All Season Tires		YES	
Interior: Medium Earth Gray	2	YES	
Misc: Jack and Tire Changing Tools	YES		
Platform Running Boards		YES	
SUB – TOTAL AMOUNT	\$	67,811.67	
OTHER COSTS	\$		
SALES TAX	\$		
TOTAL AMOUNT OF DELIVERED VEHICLE	\$		
		67,811.67	

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery prior to June 30, 2024: June 30, 2024

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

STATE OF	F ARIZONA)					
COUNTY	OF: Gila)ss)					
		la Maatouk	,					
(Nam	ne of Individu	ial) being firs	t duly sworr	n, deposes ar	nd says:			
That	he is Pr	oject Manag	jer					
of	KIG V	ehicle Conc	epts:	(Title)				and
·			(Nam	ne of Busines	s)			_ and
and,							arious Models of New Fo	rd Vehicle
			(Na	me of Busine	ess)			
						n with	any collusion or otherwise the above-mentioned pro cepts	
					Name of Bu		Wada Maatouk	_
					By Project M	anager	01/08/2024	
					Title			=
Newport	News, Virg	inia		8th	January	2024		
ubscribe	d and sworr	to before m	e this	da	y of		, 2024.	
	Handon M.	2				МуС	ommission expires:	
Notary Pu	ıblic			1		02/2	8/2027	
NAME ALTI	A CANADA	REGISTRATION N 8040550 COMMISSION EX	NUMBER		²¹ Notarize	ed onlin	ne using audio-video com	— ımunicatio

February 28, 2027

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

Muzammil Kazi, Owner
Typed Name and Title of Authorized Representative
(PM)
Signature of Authorized Representative

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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

(V)	
Signature of Authorized Representative	
Muzammil kazi	
Printed Name	
Owner	
Title	

BID NO. 113023

Thirteen (13) Various Models of New Ford Vehicles

CERTIFICATION OF NO FORCED LABOR

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China and;
- 3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within five (5) business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: 01/08/2024
(D)
Signature of Authorized Representative
Muzammil kazi
Printed Name
Owner

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 01/08/2024	
- Oyy	
Signature of Authorized Representative	
Muzammil kazi	
Printed Name	
Owner	
Title	
Title	

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED	DOCUMENT			COMPLETED AND EXI	CUTED	
QUALIF	FICATION & CERTIFIC	CATION FORM		YES		
PRICE S	SHEETS			YES		
NO CO	LLUSION AFFADAVIT			YES		
CERTIF	ICATION REGARDING	G DEBARMENT		YES		
LEGAL A	ARIZONA WORKS AG	T COMPLIANCE		YES		
CERTIF	ICATION OF NO FOR	CED LABOR		YES		
ISRAEL	BOYCOTT CERTIFICA	TION		YES		
BIDDER	RS CHECKLIST & ADD	ENDA ACKNOWLED	GEMENT	YES		
OFFER	PAGE			YES		
Initials Date	#1	#2	#3	#4	#5	
Signed and date	d this <u>8th</u> da	y of Januar		le Concepts LLC		_

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 113023 Thirteen (13) Various Models of New Ford Vehicles. All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before Thursday, January 25, 2024, 11:00 A.M.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 113023 Thirteen (13) Various Models of New Ford Vehicles

Firm Submitt	ting Bid:		For clarification of this offer, contact:
KIG Vehicle	e Concepts LLC		Name: Muzammil kazi
Company Nam	ne		
14650 SW	93rd Court		Phone No.: (202)-746 3049
Address			
Miami	Florida	33176	Fax
City	State	Zip	Email: muzammil.kazi@kigvehicleconcepts.com
			Signature of Authorized Person to Sign
			Muzammil Kazi
			Printed Name
			Owner
			Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is l	hereby Accepted:			
Invitation for		ncluding all terms and		the materials or services listed in cations, amendments, etc. and the
commence a		to provide any mater		e Vendor has been cautioned not to this Contract until Vendor receives
Awarded this		day of		, 2024
GILA	COUNTY BOARD OF S	UPERVISORS:		
Steph	nen Christensen Chair	man, Board of Supervis	ors	
ATTE	ST:			
Jame	s Menlove, Clerk of th	ne Board		
APPR	OVED AS TO FORM:			
The G	Gila County Attorney's	Office		

ARF-8607

Regular Agenda Item 2. J.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Josh Beck, Director
Submitted By: Kayle Lathrop, Director

<u>Department:</u> Community Services

Information

Request/Subject

Authorization to submit a Grant Application for \$240,000 to the Arizona Department of Housing for Housing Insecurity Flex Funding.

Background Information

In FY24, the State of Arizona approved approximately \$150 million in Arizona State Housing Trust Funds to fund affordable housing projects and housing assistance programs throughout Arizona. In the fall, ADOH issued a Request for Information (RFI) to the public to identify the greatest housing and homeless service needs in the state. Based on the RFI responses, it was determined to allocate approximately \$5 million in funding for proposals from qualified entities to expand housing instability prevention services to meet the objectives and goals described in this Notice of Funding Availability (NOFA). The goal of this NOFA is to further the reach of existing prevention efforts by providing flexible funding that helps expand the effectiveness of current housing stability and homelessness prevention approaches.

This NOFA will provide funding to organizations to implement or expand prevention activities, including flexible funding to qualified households 'at risk' of homelessness but who are able to demonstrate that they will be able to maintain housing after the assistance. Qualified households are defined as households with a maximum income of 80% of Area Median Income (AMI).

Examples of eligible activities include:

- Past due or future rent (i.e., up to 1 month of rent)
- Past due and/or future utilities, and utility deposits.
- Move-in assistance (movers, furniture, kitchenware, welcome boxes); rental application fees, inspection/processing/admin fees, security/rental deposits, storage costs

- Pet deposits; one-time pet fees. Legal fees/expenses, prior judgments. Car repair, car payment.
- Insurance payment. ID costs/expenses.
- Relocation to another community (pending confirmed housing opportunity).
- Clothing, including work uniforms and work supplies.
- Employment-related expenses (starting job costs) 4.
- Housing search/placement.
- Air conditioning (repair/replacement).
- Legal aid, credit repair.
- Landlord engagement/mediation.

In order to ensure the effective use of the flexible funding, the maximum assistance per household is capped at \$2,000. The implementing agency must use progressive engagement to ensure that the least amount of funds possible are being used to prevent the household from losing their housing. Implementing organization(s) should also assess and triage for eligible resources (such as unemployment insurance or emergency rental assistance) thus enabling these flexible funds to be used as an option of last resort. Financial assistance should be a one-time payment of funds and cannot be used for ongoing assistance.

Evaluation

This grant will allow up to an additional \$2,000 in assistance per household for those individuals or families who may be facing homelessness.

Conclusion

Approval of this application will allow the Public Health & Community Services Department to further assist qualified individuals and families who may be facing homelessness throughout Gila County.

Recommendation

It is the recommendation of the Public Health & Community Services Department Director that the Board approved this request to submit a Grant Application to the Arizona Department of Housing for Housing Insecurity Flex Funding.

Suggested Motion

Information/Discussion/Action to authorize the Public Health & Community Services Department to submit a Grant Application to the Arizona Department of Housing for Housing Insecurity Flex Funding in the amount of \$240,000. (Joshua Beck)

Attachments

Preventing Housing Insecurity FY 2024 Notice of Funding Availability



Preventing Housing Insecurity FY 2024 Notice of Funding Availability

Date Issued: February 2, 2024

1110 West Washington Street, Suite 280 | Phoenix, AZ 85007 Telephone: (602) 771-1000 | Facsimile: (602) 771-1002 | TTY: (602) 771-1001



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I. Introduction

Arizona is facing a challenging housing market. Rents have steadily risen. Evictions are at an all-time high. Homelessness has surged. With elevated interest rates, and lagging wages, more and more families have become rent- and housing cost-burdened. Homelessness prevention provides assistance to someone who isn't homeless but instead 'at risk' of becoming homeless. The Department of Housing and Urban Development (HUD) defines 'at risk of homelessness' as households who will lose their primary residence within 14 days and have nowhere else to go and have no resources or support networks to obtain permanent housing. With this in mind, the Arizona Department of Housing (ADOH) seeks to increase the role of prevention programs by providing funds to organizations to provide one-time financial assistance (known as flexible or "flex" funds) for families and households on the brink of homelessness, whom if helped, are likely to remain housed.

II. Background Information

In FY24, the State of Arizona approved approximately \$150 million in Arizona State Housing Trust Funds to fund affordable housing projects and housing assistance programs throughout Arizona. In the fall, ADOH issued a Request for Information (RFI) to the public to identify the greatest housing and homeless service needs in the state. Based on the RFI responses, it was determined to allocate approximately \$5 million in funding for proposals from qualified entities to expand housing instability prevention services to meet the objectives and goals described in this Notice of Funding Availability (NOFA).

The goal of this NOFA is to further the reach of existing prevention efforts by providing flexible funding that helps expand the effectiveness of current housing stability and homelessness prevention approaches.

III. Eligible Activities/Target Population

This NOFA will provide funding to organizations to implement or expand prevention activities, including flexible funding to qualified households 'at risk' of homelessness but who are able to demonstrate that they will be able to maintain housing after the assistance. Qualified households are defined as households with a maximum income of 80% of Area Median Income (AMI). Examples of eligible activities include:

- Past due or future rent (i.e., up to 1 month of rent)
- Past due and/or future utilities, utility deposits
- Move in assistance (movers, furniture, kitchenware, welcome boxes); rental application fees, inspection/processing/admin fees, security/rental deposits, storage costs
- Pet deposits; one-time pet fees
- Legal fees/expenses, prior judgments
- Car repair, car payment
- Insurance payment
- ID costs/expenses
- Relocation to another community (pending confirmed housing opportunity)
- Clothing, including work uniforms and work supplies
- Employment-related expenses (starting job costs)

- Housing search/placement
- Air conditioning (repair/replace)
- Legal aid, credit repair
- Landlord engagement/mediation

In order to ensure the effective use of the flexible funding, the maximum assistance per household is capped at \$2,000. The implementing agency must use progressive engagement to ensure that the least amount of funds possible are being used to prevent the household from losing their housing. Implementing organization(s) should also assess and triage for eligible resources (such as unemployment insurance or emergency rental assistance) thus enabling these flexible funds to be used as an option of last resort. Financial assistance should be a one-time payment of funds and cannot be used for ongoing assistance.

IV. Changes to the NOFA

Modifications to the NOFA. ADOH may modify this NOFA, from time to time, or for any other reasons as determined by ADOH: 1) to reflect any changes, additions, deletions, interpretations or other regulatory matters; 2) to insert such provisions clarifying matters or questions arising under this NOFA as are necessary or desirable and that are contrary or are inconsistent with this NOFA; or 3) to cure any ambiguity, supply any omission or correct any defect or inconsistent provision with this NOFA or the laws and regulations governing the funding sources being made available in this NOFA.

NOFA Clarifications. ADOH will periodically post written clarifications to this NOFA on its website. The clarifications elaborate on the meaning of the text within this NOFA and may sometimes add additional guidance on how to interpret this NOFA. NOFA clarifications are to be considered a part of this NOFA. Applicants are responsible for checking the clarifications and submitting an Application that is in conformance with the clarifications. Requests for clarification must be made in writing via email or letter via US Mail and will be responded to in the written clarifications to the NOFA on ADOH's website. Notice regarding amendments and or modifications will be announced through the Department's mailing list and posted on the Department's website. Use the following link to join the Department's mailing list: https://housing.az.gov/about/pressrelease/mailing-list. All contact during the NOFA process and evaluation phase shall only be through the designated email for the designated point of contact, LaQueena Soto, laqueena.soto@azhousing.gov. Applicants shall neither contact nor lobby ADOH staff or evaluators during the evaluation process. Attempts by the applicant to contact and/or influence application evaluators may result in disqualification of the applicant. The Department will accept questions about this funding opportunity until February 23, 2024.

<u>NOFA Cancellation</u> In the event that proposals received pursuant to this Notice of Funding Availability (NOFA) fail to satisfy the specified requirements and criteria set forth herein, the issuing entity reserves the right to cancel this NOFA. Upon the cancellation of this NOFA, all funds associated with the solicitation shall be deemed unallocated and shall be subject to reissuance under a subsequent NOFA with revised terms and conditions.

V. <u>Maximum Award</u>

It is anticipated that the Department will expend the full \$5,000,000 in funding with multiple awards, depending on response to this NOFA, as ADOH will prioritize statewide programmatic impact. At its discretion, the Department reserves the right to make partial awards and/or adjust the amount of funds requested by applicants.

VI. Eligible Applicants

This NOFA is a competitive process open to verified non-profit, faith-based, and public/governmental entities and agencies currently and demonstrably implementing housing stability and homelessness prevention approaches.

VII. Threshold

To be eligible for evaluation and scoring, proposals must meet the following threshold requirements. Proposals that fail to comply with all instructions may be considered incomplete. The following should guide the response to this NOFA and should be considered the guiding principles for receiving the funds:

- Application is submitted on time and complete.
- Application meets the proposal format requirements.
- The project must be ready to start immediately upon receipt of a contract.
- Project funds will serve households with a maximum income of 80% of Area Median Income (AMI)
- Organization(s) must have at least two (2) years of experience serving vulnerable populations with public funding. If your agency does not currently have an active ADOH contract, provide verification of other funding award(s) as demonstrated by a submission of an award letter(s).
- Collaboration: Applicants must have effective working partnerships that facilitate client
 access to and benefit from formal and informal resources (i.e. community action agencies,
 AZ Department of Economic Security, McKinney Vento Homeless School Liaisons,
 AZ@Work programs, legal aid agencies, etc.) Since prevention funds are a relatively new
 intervention with limited resources, applicant(s) should be supporting the ecosystem and
 not duplicating already existing interventions and activities.
- Joint applications, including those designed to reach a larger geographic area, are strongly encouraged.
- Preference will be given to organizations that will leverage these award dollars with other federal, state, local, or business/philanthropic funds and resources, including through match, braiding and/or other strategies.
- Program design:
 - Financial assistance must be for the purpose of clients obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing.
 - Verification of existing housing status required.
 - Implementing organization(s) should assess and triage for all available and eligible resources and programs and connect the household to those resources thus enabling the financial assistance provided through this NOFA to be used as an option of last resort.

- Organizations must require that clients demonstrate that the flexible fund is the option of last resort or meets an immediate need that other funding sources are unable to cover, and that they are able to maintain housing after the assistance.
 - Proper documentation should support this assistance.
- Organizations must have and share, upon award, established policies and procedures that are in place for outreach, coordination and service delivery.
- Organizations must have, or establish upon award, defined processes and financial controls to allow timely and accurate disbursement and documentation of financial assistance with appropriate documentation.

VIII. Ideal Program Design Elements

- Ideally, implementing organization(s) will provide case management components in its program design. This can include education, coaching, negotiation with vendors (landlords), budgeting and financial management, legal referrals.
- Similarly, implementing organization(s) will provide post-funding follow up at 3, 6, or 12 months via text, in person, virtual, and/or telephonic to determine the client's housing status, the impact of the funding and the need for additional connection to other programs.

Disclosure: Entities are not eligible to apply under this NOFA if it has had a state contract terminated or suspended, and/or are currently debarred by any federal or state debarment agency. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided. ADOH may make inquiries in order to verify the information submitted, and applicants may only provide missing information to specifically address a request for information from ADOH. Applicants must respond by the deadline included in the inquiry to avoid disqualification. ADOH may verify representations, information, and data in an application with public information, independent reports, and statistics available through recognized subscription services.

IX. Application Instructions

The Application must meet the following basic eligibility requirements in order for an application to be accepted and considered for funding. If the application does not meet the following threshold requirements, the application will not be reviewed or scored.

- 1. Application Cover Sheet:
 - a. Applicant Organization Legal Name
 - b. Applicant Mailing Address
 - c. DUNS Number
 - d. Federal ID Number
 - e. Contact Person
 - f. Telephone Number
 - g. Email
 - h. Website
 - i. Is this Organization a 501(c) (3)? \Box Y es \Box N o
 - j. Is your organization a faith-based entity? □Yes □No
 - k. Amount of funding requested

Proposal narratives must be no longer than four (4) pages typed, minimum eleven (11) point font, and margins no less than half (1/2) an inch. A two (2) page Budget must be included which does not count towards page count and can be formatted at the applicant's discretion. Proposals must be submitted via the Arizona Department of Housing State HTF Special Projects https://housing.az.gov/portals/document-upload-portals by Friday, March 15, 2024 by 5:00 p.m. Proposals may not be submitted via U.S. mail, Fed-ex, UPS, e-mail or fax. Questions regarding this NOFA should be sent to LaQueena Soto at laqueena.soto@azhousing.gov. Questions may be submitted until February 23, 2024.

X. <u>Proposal Narrative Response</u>

- ORGANIZATIONAL EXPERIENCE AND PROGRAM MODEL PROPOSED
 - a. Provide background on your organization's history and experience with prevention programming or providing financial assistance to assist families in a housing crisis. Describe your current program model that encompasses prevention activities. Provide documentation of program guidelines on what is an allowable expense(s) for the purpose of clients obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing.
 - b. Provide calendar year data from your prevention efforts. Please provide as much data as available about the numbers of households assessed and assisted in obtaining or retaining housing as well as the source of that data.
 - c. Describe the impact that flexible funding will have on your current program.
 - d. How will you screen households to identify those most likely to benefit from the financial assistance? Please provide a copy of the assessment questions you currently are using.
 - e. How will you use progressive engagement to ensure you are using the minimum amount of funding needed to successfully prevent housing loss?
 - f. Describe any formal partnerships or collaborations involved in the project including any additional funding, services or resources being provided through collaboration.
 - g. Explain how the prevention intervention will identify housing opportunities and ensure clients have stable housing solutions.
 - h. Data tracking: Please provide what data sources you will use in the assessment and assistance process.
 - i. Please provide information about how project funds will serve households with a maximum income of 80% of Area Median Income (AMI)

2. PERFORMANCE BENCHMARKS

- Describe post-funding evaluation. Does your organization perform check-ins post funding? At what interval and in what format? What questions are asked at the post-funding check-in?
- Please respond to the following narrative questions on the performance benchmarks. In application please state your intended goals for the following criteria:
 - a. How will you measure and track the percentage of households that were assisted and maintained housing or were stably housed?

- b. How will you measure and track the percentage of households that experienced housing instability or homelessness within six months post funding?
- c. How will you measure and track the percentage of clients that were still housed and required additional financial assistance and/or connection with additional resources?

ADOH will require that prevention providers track their performance quarterly on the following measures.

- Demographics. Confirm distribution is consistent with at-risk population
- Quarterly reports should include the following quantitative data:
 - # of households (unduplicated) applied
 - # of households assisted
 - # (total) of people assisted (broken out by adults, children, and total)
 - Amount of assistance provided
 - Average dollars per household
 - Uses of the funds by category
 - Housing stability rate after 3 months, 6 months and 1 year
- Of the households presenting for assistance, the percentage that maintained housing or were successfully prevented from housing instability;
- Percentage of households that seek or return to emergency shelter within six months after receiving prevention assistance;
- Percentage of households that require financial assistance to maintain housing or to prevent housing instability.
- Qualitative Narrative Report: a brief description of activities performed, including but not limited to, occurrences that caused variation from schedule, changes to plans, unforeseen circumstances, program progress, successes and/or barriers experienced, etc. Applicants must describe how their program is successfully identifying housing opportunities and transitioning households into stable housing solutions. Share best practices and new learnings as well.
- Participation in future evaluation processes that are beginning to take place within the housing community, led by Arizona's philanthropic community, thus supporting the learning of what effective prevention practices are.

3. FINANCIAL CAPACITY

- 1. Describe the financial management processes, procedures and staff in place to oversee publicly funded operations and administration.
- 2. Describe how you will document the flexible funding provided to program recipients.
- 3. Describe the organization's financial capacity to pay for expenses upfront
- 4. Include any audit findings that have arisen in the past five (5) years and their subsequent resolution or status. Check all that are applicable:

a.	Behind on 990 Filings:	□ Yes	\square N o
b.	Unresolved IRS Findings:	□Yes	\square N c

C.	Any ou	tstand	ing Fedei	ral or	State Audit Fi	indings, re	gardless	s of	funding	sou	ırce,	or
	closed	audit	findings	that	demonstrate	significar	nt fraud	or	misuse	of	fund	s.
	□Yes	\square N c)									

- d. Has the agency been debarred or had any federal or state grants suspended or terminated. \square Yes \square N
- e. Other Financial Attachments: Organizations are also required to submit their current year budget and most recent Profit and Loss Statement.

*If the answer was "Yes" to any of the items above, please explain. Attach supporting documentation to demonstrate resolution of the situation. If the organization has expended more than \$750K in federal funds within the last year, submit documentation of the completed single audit with application submission.

4. PROGRAM BUDGET

Please provide the following program budget materials:

- IRS letter verifying tax-exempt 501(c)(3) status
- Proof of 2 years of experience operating programs with public funding as demonstrated by funding letter(s)
- CPA prepared Financial Statements for most recent year-end or Single Audit
- Organizational Budgets Current year organizational budget, program budget for prevention program services, and most recent Profit and Loss Statement
- Resolution of Findings Documentation showing status/resolution of any City, HUD and/or IRS findings
- Prevention Program Budget Projected

XI. Scoring

Each component will be worth the following points

 Applicant Experience, Qualifications and Capacity 	20 points
Proposed Project and Program Implementation	20 points
 Program Outcomes and Impact 	20 points
Collaboration	10 points
Project Readiness	15 points
Program Budget	10 points
Local Match	5 points
*	

TOTAL 100 points

XII. Selection Notification

ADOH anticipates notifying all applicants within fifteen (15) business days of the proposal deadline as to whether their proposal will be funded. Due to the anticipated demand for funds, proposals may be partially funded rather than funded at the dollar amount requested. The highest scoring proposals will receive a conditional award. Additional reports and underwriting are required to ensure project feasibility.

XIII. <u>Proposal Process Timeline</u>

The following is a list of key dates in the proposal process:

NOFA release February 2, 2024

Q&A Webinar February 15, 2024, 3:00 p.m.

https://us02web.zoom.us/meeting/register/tZwoc-ypqT0rEtRbshamcWtkR4DgVkxZXafN

(registration required)

Last Day for Questions February 23, 2024

Proposal Deadline March 15, 2024, 5:00 p.m.

Anticipated Scoring/Review Panel March 19, 2024
Anticipated Award Notice March 29, 2024

Funding Distribution

Funds will be disbursed on a reimbursement basis at least quarterly. Requests for reimbursement can be submitted monthly. Awardee will be expected to provide all supporting documentation of expended funds. Up to 10% of the total award may be utilized for awardee administrative costs and/or indirect expenses.

ARF-8577

Regular Agenda Item 2. K.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Stella Gore, PHEP Manager

<u>Submitted By:</u> Paula Horn, Deputy Director of Health

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

<u>Division:</u> Grants & Special Projects

<u>Fiscal Year:</u> 2024 <u>Budgeted?:</u> Yes <u>Contract Dates</u> 01/01/2024 to 12/31/2024 <u>Grant?:</u> Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Funding Agreement No. 216-24 with the Arizona Department of Housing for the Southwest Gas Corporation (SWG WAP) and the Arizona Public Service (APS WAP) Weatherization Assistance Program.

Background Information

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

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

Funding Agreement No. 207-19 was approved by the Gila County Board of Supervisors on January 22, 2019.

Funding Agreement No. 204-20 was approved by the Gila County Board of Supervisors on January 21, 2020.

Funding Agreement No. 204-21 was approved by the Gila County Board of Supervisors on February 2, 2021.

Funding Agreement No. 204-22 was approved by the Gila County Board of Supervisors on January 18, 2022.

Funding Agreement No. 204-23 was approved by the Gila County Board of Supervisors on February 7, 2023.

Evaluation

Funding Agreement No. 216-24 will provide \$18,490 of SWG WAP and \$248,000 which is an increase of \$155,000.00 of APS WAP funding to be used to provide weatherization services to eligible citizens residing in Gila County.

Conclusion

If the Board of Supervisors approves Funding Agreement No. 216-24, the Gila County Community Services Department, Housing Services, will use SWG WAP and APS WAP funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Public Health and Community Services Department Director recommends that the Board of Supervisors approve Funding Agreement 216-24 in order for the Gila County Community Services Department, Housing Services, to provide weatherization services to eligible citizens residing in Gila County.

Suggested Motion

Information/Discussion/Action to approve Funding Agreement No. 216-24 between the Arizona Department of Housing and the Gila County Community Services Division, Housing Services, to provide Southwest Gas Corporation and Arizona Public Service Weatherization Assistance Program funding in the amount of \$266,400 for the period of January 1, 2024, to December 31, 2024.

(Joshua Beck)

Attachments

Funding Agreement No. 216-24

Funding Agreement No. 204-22

Funding Agreement No. 204-23

Funding Agreement No. 204-20

Funding Agreement No 207-19

Funding Agreement No. 204-18

Funding Agreement No. 212-18

Funding Agreement No. 216-24

FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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	G	Authorizing Resolution(s)
	Н	Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)

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AGREEMENT NO. 216-24 **TERMINATION DATE** 12/31/2024

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND GILA COUNTY FOR

APS AND SWG WEATHERIZATION - BALANCE OF MARICOPA COUNTY

This Funding Agreement is made by and between:

Suite	rizona Department of Housing ("ADOH"), located at, 1110 West Washington Street, 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select table funding source):
	Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
	Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
	A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
	A.R.S. § 41-3957 (State Housing Program Fund) ("HPF").
	S.B. 1720 Homeless Shelter and Services Fund ("HSSF").
	The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) (" HOPWA ").
	Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
	Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("NHTF").
	Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) (" DOE WAP ").

Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, et. seq. including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. ("DOE WAP BIL").
H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund ("DOE WRF").
Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").
Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
Arizona Public Service, Weatherization Assistance Program ("APS WAP").
Salt River Project, Weatherization Assistance Program ("SRP WAP").
Section 8071 of the SUPPORT for Patients and Communities Act. Pub. L. 115-271, approved October 24, 2018 referred to as Recovery Housing Program ("RHP")
Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan at 31 CFR Part 35 ("SLFRF" or "SFRF")

and GILA COUNTY (Entity)

An Arizona County ("Recipient") UEI #C8EKKJK67XB1, located at

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

Globe, Arizona 85501
City State Zip

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

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$266,490.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

CDBG; CFDA # 14.228, FAIN # Federal Fiscal Year \$
HOME; CFDA # 14.239, FAIN # Federal Fiscal Year \$
HTF State Fiscal Year \$
HPF State Fiscal Year \$
HSSF State Fiscal Year \$
HOPWA; CFDA # 14.241, FAIN # Federal Fiscal Year \$
COC; <u>CFDA # 14.267, FAIN #</u> Federal Fiscal Year \$
NHTF; CFDA # 14.275, FAIN # Federal Fiscal Year \$
DOE WAP; <u>CFDA # 81.042</u> , FAIN # Federal Fiscal Year \$
DOE WAP BIL; CFDA # 81.042, FAIN # Federal Fiscal Year \$
DOE WRF; CFDA # 81.042, FAIN # Federal Fiscal Year \$

	LIHEAP WAP (through ISA with AzDES); CFDA # 93.568, FAIN #
	Federal Fiscal Year
	\$
\boxtimes	SWG WAP
	State Fiscal Year 2024
	\$18,490.00
\boxtimes	APS WAP
_	State Fiscal Year 2024
	\$248,000.00
	SRP WAP
	State Fiscal Year
	\$
	RHP; CFDA #14.228, FAIN #
	State Fiscal Year
	\$
	SFRF (through ISA with Office of the Governor); CFDA 21.027, FAIN #
	State Fiscal Year
	\$

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

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

Section 4. DURATION

This Agreement shall be effective for jobs completed beginning January 1, 2024 upon the date of execution by ADOH and shall remain in effect until DECEMBER 31, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

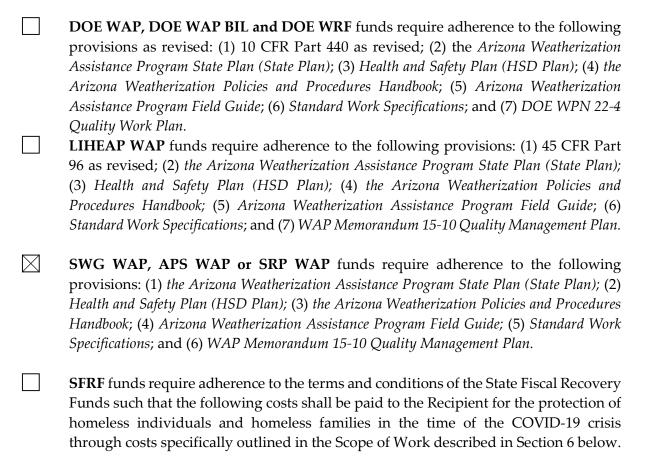
Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as Attachment G, Authorizing Resolution(s) and any Special Conditions of the Agreement attached hereto as Attachment E. CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) Certification and Other Requirements Relating to Title I Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; (6) CDBG Application Handbook; (7) CDBG Grant Administration Handbook; and (8) CDBG Procurement, Contracts and Acquisition Handbook (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern. **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) Certification and Other Requirements Relating to Title II Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; and (6) the State Housing Fund Program Summary and Application Guide. HTF funds require adherence to the State Housing Fund Program Summary and Application Guide as revised. **HPF** funds require adherence to the *Special Needs Housing Manual* as revised. HSSF funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding. COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the Special Needs Housing Manual. **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the Special Needs Housing Manual. NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the State of

Arizona Consolidated Plan; (3) State Housing Fund Program Summary and Application Guide; (4) State of Arizona Qualified Allocation Plan; and (5) National Housing Trust

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Fund Allocation Plan.



Section 6. SCOPE OF WORK

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

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

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

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;

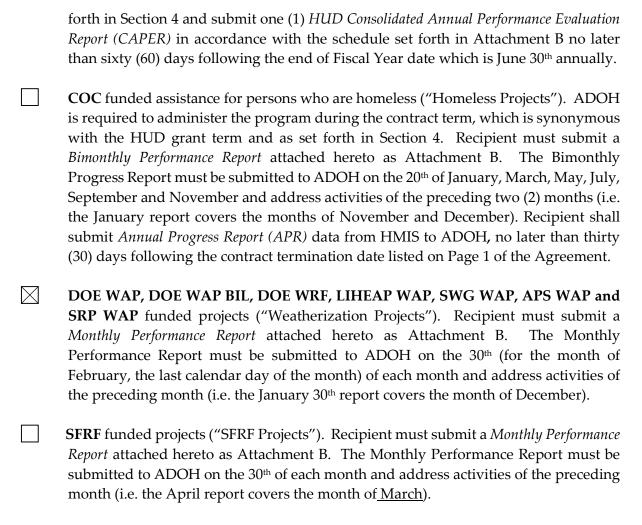
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

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

Section 7. REPORTS

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

respec	7.1 Performance Report. Recipient agrees to submit the ADOH <i>Performance Report</i> ctive of the types of projects indicated below and attached as Attachment B.
	HOME, NHTF, HTF funded rental development projects ("Rental Projects") or HPF funded rapid rehousing projects: Recipient must submit a <i>Bimonthly Performance Report</i> attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20 th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
	HOME, HTF and CDBG non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a <i>Monthly Progress Report</i> attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15 th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
	HSSF funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a <i>Quarterly Performance Report</i> attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20 th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).
	HOPWA funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set



- **7.2** Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:
 - (a) The funds have been expended;
 - (b) The Scope of Work has been completed;
 - (c) The contract period set forth in this Agreement has expired; or
 - (d) The Agreement has been otherwise terminated.

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

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

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH

determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the Scope of Work in accordance with the Schedule of Completion hereby incorporated into this Agreement and described in Attachment **Revisions to the Schedule of Completion.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion. Rental Projects funded with HOME or HTF. Recipient must notify ADOH of revisions to the Schedule of Completion using the Bimonthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed. Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the Schedule of Completion using the Monthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed. Homeless Projects funded with HTF, HPF, HSSF or COC. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion and Performance Report attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Weatherization. Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a

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review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

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

Section 9. BUDGET

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

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

- CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.
- HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;

(b) Recipient is requesting a change to the loan terms.
 HSSF and SFRF Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.
 WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

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

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds

are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

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

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

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

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

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

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

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

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

Section 13. COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

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

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

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

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

14.2 Use of Program Income and Funds Recouped by Recipient.

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

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

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

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

- by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- **15.2 Reallocation of De-obligated HOME or State HTF Funds.** If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

- **15.5 Reallocation of Recaptured Funds**. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.
- 15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of noncompliance by ADOH.

Section 16. REVERSION OF ASSETS

- **16.1 Funds Remaining at Expiration.** Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.
- 16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).
- 16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.
- 16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families

and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

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

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

Section 18. SUBCONTRACTING

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

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

Section 19. FAILURE TO MAKE PROGRESS

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

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

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

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

Section 20. TERMINATION FOR CAUSE

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

Section 21. TERMINATION FOR CONVENIENCE

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

Section 22. ENFORCEMENT

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

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- **22.3 Effects of suspension and termination.** Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- **22.4** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

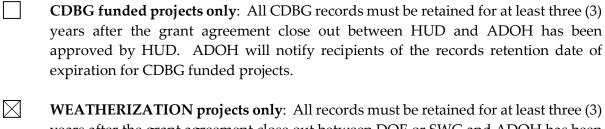
Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement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

Section 24. RECORDS RETENTION

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

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years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

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

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

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

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for

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

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

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

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

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

Section 31. AUDIT EXCEPTIONS

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

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

Section 32. UNALLOWABLE USE OF FUNDS

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

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

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

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

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

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002

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

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

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

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

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

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly

licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

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

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

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

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

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

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

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

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a

\$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

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

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

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

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

42.2 Certificates of Insurance

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

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

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

42.3 Cancellation and Expiration Notice

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

42.4 Self Insurance

The parties acknowledge that Recipient is self-insured and that such self-insurance satisfies the requirements of this Section 42.

Section 43. PRIVACY CONSIDERATIONS

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

Section 44. NOTICES

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

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

GILA COUNTY

Entity

Estelle Belarde

Attention (if applicable)

OFFICE OF COMMUNITY SERVICES, 5515 S. APACHE AVE, SUITE 200

Mailing Address

GLOBE, ARIZONA 85501

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

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

Section 46. ADOH SIGNAGE

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

Section 47. PHOTOGRAPHS

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

Section 48. STATE OF ARIZONA

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

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

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

	ATE OF ARIZONA, NA DEPARTMENT OF HOUSING	GILA C RECIPI	COUNTY IE NT
BY:		BY:	
	Joan Serviss		Stephen Christensen
TITLE:_	Cabinet Executive Officer Executive Deputy Director	TITLE:	Chair, Board of Supervisors
DATE:_		DATE:	

ATTACHMENT A SCOPE OF WORK

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

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. APS funds (restricted to APS Customers only): 200% of Federal Poverty Guidelines as published annually; and
 - b. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. APS and SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and for SWG ONLY the SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. APS (funds restricted to APS Customers only): \$9,000 maximum investment per unit, which consists energy efficient (including health and safety, repair and replace) measures and up to 20% for Administrative. The total for all expenditures on a unit must not exceed \$9,000.00.
 - b. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. CAHRA will be expected to fully expend awarded funds and complete the following number of units:
 - a. APS: twenty-three (23) completed units passing final inspection and ADOH WAP monitoring; and
 - b. SWG: five (5) completed units passing final inspection and ADOH WAP monitoring.



APS & SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION			Page 1 of 1	
Recipient Gila County	Date			
Contract No 216-24 Contract Period: from 1/1/2024 to 12/31/2024	Revision #			
Activity Weatherization Assistance Program				
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 20	0	,	Globe	
Contact Person Estelle Belarde		Zip Code		
	<u>@gilacountyaz.gov</u>	Fax	928-402-8652	
	stro@azhousing.gov	County	Gila	
Indicate adherence to contract or schedule changes. Due by the 30th of each month				
Contract Schedule	Contract Date	Complete Yes/No	Modification Date	
Contract Execution	1/31/2024			
Completion of 5 APS & 1 SWG Unit	3/31/2024			
Completion of 11 APS & 2 SWG Units (all numbers cumulative)	6/30/2024			
Completion of 17 APS & 3 SWG Units (all numbers cumulative)	9/30/2024			
Completion of 23 APS & 5 SWG Units (all numbers cumulative)	12/31/2024			
Project Complete-Contract Close Out	1/31/2025			
Please provide a brief description of activities performed this three month period.				
changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer	questions at narrativ	ve section A. throug	h H.	
	WG units 100% comp			
B. # of APS units under construction?	# of SWG units under construction?			
C. # of APS units out to bid?	VG units out to bid?			
D. # of APS units on wait list or in call queue H. # of S	NG units on wait list	or in call queue		
Recipient Authorized Signature Date Title				



APS & SWG WEATHERIZATION

Attachment C

Budget						
Recipient Gila Co	Date					
Contract No./File No. 216-24	Revision No.					
	rization Assistance Pro					
Recipient Address Office of	f Community Services	- 5515 S. Apache A	ve., Suite 200		City	Globe
Contact Person Estelle F	Belarde				Zip Code	85501
Phone 928-402-			ebelarde@gilac		Fax	928-402-8652
Program Specialist Gloria C	Castro	Email	gloria.castro@a	zhousing.gov	County	Gila
a	С	d	e	f	g	h
Budget Line Item or	APS	SWG	Source	Source	Source	GRANT TOTAL
Activity No.	FY2024	FY2024	Program Year	Program Year	Program Year	ALL SOURCES
APS Administration	\$41,333.00					
APS Program Ops	\$181,867.00					
APS Health & Safety	\$4,133.00					
APS Repair/Replace	\$20,667.00					
SWG Administration		\$ 1,681.00				
SWG Program Operations		\$ 12,665.00				
SWG Health and Safety		\$ 4,144.00				
Total	\$248,000.00	\$18,490.00	\$0.00			\$266,490.00

REV. 5-2016



APS & SWG WEATHERIZATION Attachment D

ARIZONA DEPART	ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2													
Recipient Gila County										Date				
Contract No 216-24 Contract Period: from 1/1/2024 to 12,							12/31	/2024			Pay Req. No/Mo			
			on Assistance								Direct Wire Dep		Yes	No
Recipient Address				ces	- 5515 S. Apa	che Ave., Suite 20	00				City	Glo	be	
Contact Persor	Estelle Be	lard	le								ZIP	8550	01	
Phone	928-402-8	685				Email	ebela	arde@gilacc	unt	/az.gov	Fax	928-	-402-8652	
Program Specialist							_	a.castro@az			County	Gila	ì	
Itemized Payment States						m. Include copi	es of i	nvoices, ca	she	d checks, and	other backup			
documentation. SIGNA	TURES are	e req	uired for pro	ces	sing.									
a	b		С		d	d		e		f	g		h	
Budget Line Item or	ASAP		APS		SWG	Source	Tota	al Amount]	Balance in	Amount of this		New	
Activity No.	No.		FY2024		FY2024	Program Year	Re	q. to Date		Account	Request		Balanc	e
1. APS Administration	N/A	\$	41,333.00				\$	-	\$	41,333.00		\$	41,3	333.00
2. APS Program Ops	N/A	\$	181,867.00				\$	-	\$	181,867.00		\$	181,8	867.00
3. APS Health & Safety	N/A	\$	4,133.00				\$	-	\$	4,133.00		\$	4,1	133.00
4. APS Repair/Replace	N/A	\$	20,667.00				\$	-	\$	20,667.00		\$	20,6	667.00
5. APS Total Draw							\$	-	\$	248,000.00	0.00	\$	248,0	00.00
	N/A													
	N/A													
N/A														
	N/A													
6. SWG Admin.	N/A			\$	1,681.00		\$	-	\$	1,681.00		\$	1,6	681.00
7. SWG Program Ops.	N/A			\$	12,665.00		\$	-	\$	12,665.00		\$	12,6	665.00
8. SWG Health/Safety	N/A			\$	4,144.00		\$	-	\$	4,144.00		\$		144.00
9. SWG Total Draw	N/A						\$	-	\$	18,490.00	0.00	\$	18,4	490.00
Total		\$	248,000.00	\$	18,490.00	\$ -	\$	-	\$	266,490.00	\$ -	\$	266,4	490.00
	-													
					Title									
	Recipient Authorized Signatory certifies that all activities undertaken by the contract											n carried		
out in accordance with t	out in accordance with the contract. Attach wiring information if not previously sub-					mitte	d. Attach a	lteri	nate mailing	address if necess	ary.			
Performance Reports	3	Cur	rrent 🗌			Not Current								
							For A	ADOH Use						
								Only						
ADOH Program Speciali	ADOH Program Specialist Approval Date							ADO	OH Prgrm Admi	nistrator Approval	Dat	e		

REV. 1-2014

ATTACHMENT E SPECIAL CONDITIONS

SWG Approved Measure List

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

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

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

FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

II Assistance
ugust 23, 2013)

iii

AGREEMENT NO.

204-22

TERMINATION DATE

December 31, 2022

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND GILA COUNTY FOR

SWG WEATHERIZATION ASSISTANCE

This Funding Agreement is made by and between:

Suite	rizona Department of Housing ("ADOH"), located at, 1110 West Washington Street, 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select able funding source):
	Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
	Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
	A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
	A.R.S. § 41-3957 (State Housing Program Fund) ("HPF").
	The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
	Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
	Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("NHTF").
	Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) (" DOE WAP ").
	Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").

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

and

GILA COUNTY

(Entity)

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

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

Globe, Arizona 85501

City State Zip

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

Section 1. FUNDS PROVIDED

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

CDBG, <u>CFDA # 14.228</u> Federal Fiscal Year
\$
HOME, CFDA # 14.239 Federal Fiscal Year \$
HTF State Fiscal Year \$
HPF State Fiscal Year \$
HOPWA, CFDA # 14.241 Federal Fiscal Year \$
COC, CFDA # 14.267 Federal Fiscal Year

NHTF, CFDA # 14.275 Federal Fiscal Year \$
DOE WAP, CFDA # 81.042 Federal Fiscal Year \$
LIHEAP WAP, CFDA # 93.568 Federal Fiscal Year \$
SWG WAP State Fiscal Year 2022 \$18,490.00

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

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

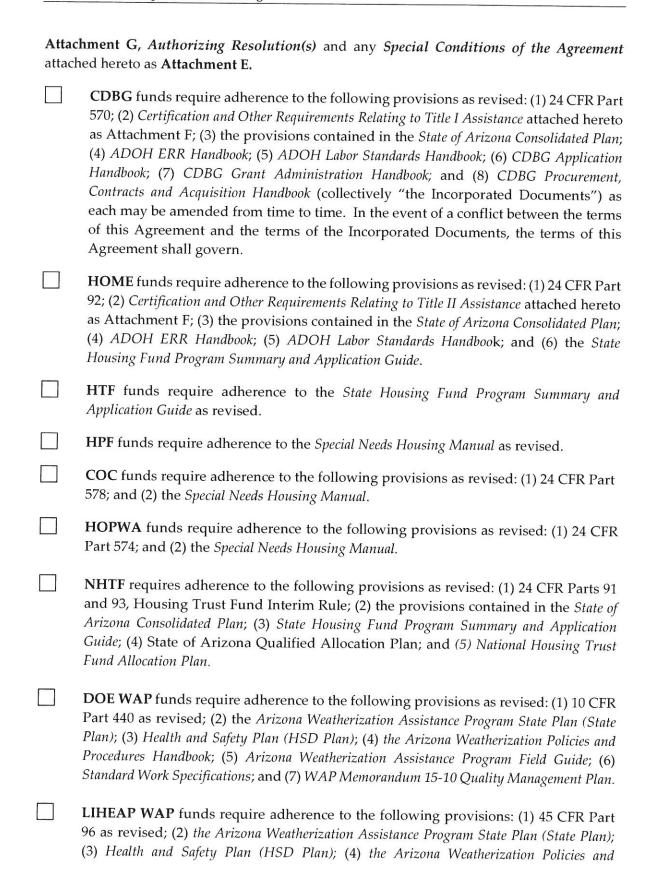
Section 4. DURATION

This Agreement shall be effective beginning January 1, 2022 upon the execution by ADOH and shall remain in effect until DECEMBER 31, 2022 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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

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

3



Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.

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

Section 6. SCOPE OF WORK

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

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

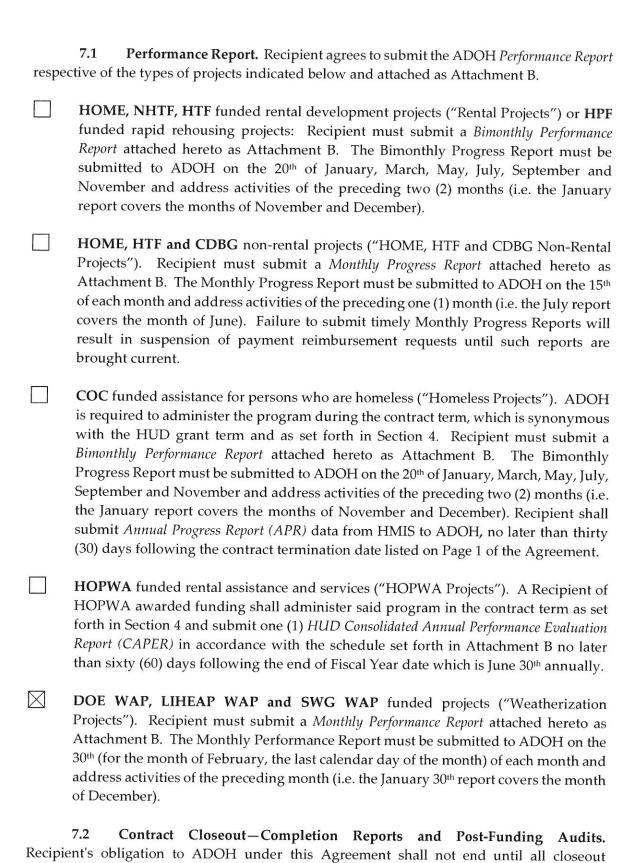
Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions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

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

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

Section 7. REPORTS

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



requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

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

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

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

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

Section 8. SCHEDULE OF COMPLETION

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

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

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

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

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed. Homeless Projects funded with HTF, HPF or COC. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion and Performance Report attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed. X Weatherization. Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods. Section 9. BUDGET Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient. Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below: CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the Budget require a contract amendment:

(b) Additional funding sources are added to the Project;

(c) Recipient is requesting a change to the grant terms.

amendment is required;

(a)

Funds are moved from one Budget Activity Line Item to another and the change

in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract

- HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
 - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

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

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

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

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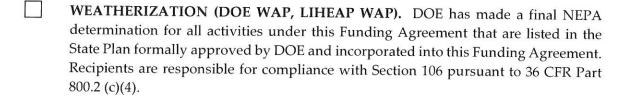
(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction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

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

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

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

- (a) Recipients started the project without the intention of using federal assistance(i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.



Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

	If Recipient is receiving funding under this Agreement from the CDBC
program	, in accordance with federal procedures, Recipient may use funds provided

hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

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

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

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

14.2 Use of Program Income and Funds Recouped by Recipient.

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

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

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

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

- by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

- 15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.
- 15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of noncompliance by ADOH.

Section 16. REVERSION OF ASSETS

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

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

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

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

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

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

Section 18. SUBCONTRACTING

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

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

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

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

Section 20. TERMINATION FOR CAUSE

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

Section 21. TERMINATION FOR CONVENIENCE

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

Section 22. ENFORCEMENT

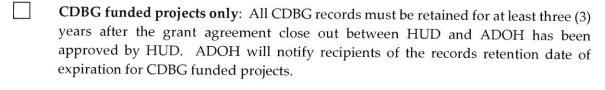
- **22.1 Remedies for Noncompliance.** If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
 - (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
 - (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
 - (e) Recapture funds and terminate contract;
 - (f) Withhold future ADOH grant awards from all sources; or
 - (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- **22.3** Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- **22.4** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

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

Section 24. RECORDS RETENTION

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



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

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

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

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

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

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

Section 26. AVAILABILITY OF FUNDS

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

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

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.

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

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

Section 31. AUDIT EXCEPTIONS

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

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

Section 32. UNALLOWABLE USE OF FUNDS

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

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

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

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

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

Section 39. NON-DISCRIMINATION

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

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

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

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

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

22

Section 42. INSURANCE

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

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

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

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

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

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

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

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

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

42.1 Required Coverage

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

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

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

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

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

42.2 Certificates of Insurance

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

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

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

42.3 Cancellation and Expiration Notice

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

Section 43. PRIVACY CONSIDERATIONS

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

Section 44. NOTICES

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

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

GILA COUNTY

Entity

MALISSA BUZAN

Attention (if applicable)
OFFICE OF COMMUNITY SERVICES, 5515 S. APACHE AVE., SUITE 200

Mailing Address

GLOBE, ARIZONA 85501

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

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

Section 46. ADOH SIGNAGE

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

Section 47. PHOTOGRAPHS

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

Section 48. STATE OF ARIZONA

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

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

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

	ATE OF ARIZONA, IA DEPARTMENT OF HOUSING	GILA C	COUNTY
BY:		BY:	
	Thomas M. Simplot		Tim R. Humphrey
TITLE:	Director	TITLE:	Chair, Board of Supervisors
DATE:		DATE:	

ATTACHMENT A SCOPE OF WORK

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

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
 - a. SWG: six (6) completed units passing final inspection and ADOH WAP monitoring.



SWG WEATHERIZATION

ATTACHMENT B

COLUMN CO			t.
Recipient Gila County			rage Lot I
Contract No 204-22 Contract Dailed: facing 1/1/2002 1- 12/21/2002		Date	
tezire		Revision #	
Poriniont Address Office of Control Address Office Office of Control Address Office Off			
Activities of Community Services - 5515 S. Apache Ave., Suite 200		City	City Globe
Contact Ferson Estelle Belarde		Zip Code 85501	85501
	Email ebelarde@gilacountyaz gov	Fav	Eav 078 407 8657
Program Specialist Gloria Castro	Fmail doria castro@azbousing ago	Lax	750-402-0032
edule changes. Due by the 30th	oleaniousing.gov	County Gila	Gila
Contract Schedule			
Contract Execution	Contract Date	Complete Yes/No	Modification Date
Communication of a communication	1/31/2022		
Completion of 1 SWG Unit	3/31/2022		
Completion of 3 SWG Units (all numbers cumulative)	6/30/2022		
Completion of 5 SWG Units (all numbers cumulative)	9/30/2022		
Completion of 6 SWG Units (all numbers cumulative)	12/21/2002		
Project Complete-Contract Close Out	12/02/16/21		
	1/31/2023		
Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.	iclude occurrences uestions at narrativ	that caused variation e section A. through	n from schedule n H.
A # of SIMCit 1000/1:1.3			
B. # of SWG units and a construction?			
C. # of SWG units out to bid?			
Recipient Authorized Signature Date			



SWG WEATHERIZATION

Attachment C

Budget						
Recipient Gila County	nty				Date	
Contract No./File No. 204-22	Contract Period: from 1/1/2022 to 12/31/2022	rm 1/1/2022 to 12/37	1/2022		Dair	
Activity Westheri	Activity Westherization Assistance Buseren		1 -0		Nevision No.	
Travity Weathern	Zauon Assistance i r	ogram				
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200	Community Services	s - 5515 S. Apache A	Ave., Suite 200		City	City Globe
Contact Person Estelle Belarde	elarde				Zin Code 85501	85501
Phone 928-402-8685	3685	Email	Email ebelarde@gilacountvaz gov	Orintvaz dov	Eav.	Ear 079 407 9252
Program Specialist Gloria Castro	astro	Fmail	aloria caetro@a	Thorieing gov	Lax	250-402-0032
		PHILAI	CITICAL GIOLIA: CASHO(WAZHOUSHIQ: GOV	ZIOUSIIIQ.GOV	County Gila	Gila
а	3	þ	е	J	٥	4
Budget Line Item or	SWG	Source	Source	Contract	٥	II WORK WAY
Activity No.	FY2022	ProgramYear	Program Year	Source Program Year	Source Program Year	GRANT TOTAL
Administration Costs					mar	TIPE SOONCES
Training & Technical Assistance						
Program Operations						
Health and Safety						
Financial Audit						
Liability Insurance						
LIHEAP Administration						
LIHEAP Training/TA						
LIHEAP Program Operations						
SWG Administration	\$ 1,681.00					
SWG Program Operations	\$ 12,665.00					
SWG Health and Safety	\$ 4,144.00					
Total	\$18,490.00	\$0.00	80.00			\$18 490 00
						00.071,010

REV. 5-2016



SWG WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING	MENT	OF HOUSING		OD DAVACENT	TOTARARA	O to manual o	- 1	Attachment D
Desimination of the Parket	CILCILLA	VALICOOUT TO		NECOESI FON FATMENT SUMMAKY SHEET PAGE	I SUMIMIAIKY	SHEET PAG	1 OF 2	
Necipiem	Nect plent Gila County	unty					Date	
Contract No	204-22	Contract Period	Contract Period: from 1/1/2022 to 12/31/2022	12/31/2022			Pay Req. No/Mo	
Activity	Weather	Weatherization Assistance	Program				Direct Wire Dep	Yes No
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200	S Office of	Community Serv	ices - 5515 S. Apa	sche Ave., Suite 2	00		City	G
Contact Person Estelle Belarde	Estelle B	elarde					ZIP	ZIP 85501
Phone	Phone 928-402-8685	8685		Email	ebelarde@gilacountyaz.gov	ountyaz.gov	Fax	Fax 928-402-8652
Program Specialist Gloria Castro	t Gloria C	astro		Email	gloria.castro@azhousing.gov	zhousing.gov	County Gila	Gila
Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup	ment (She	set 2 of 2) must ac	company this for	rm. Include copi	es of invoices, ca	shed checks, and	other backup	
documentation. SIGNATURES are required for processing.	TURES ar	e required for pro	ocessing.					
a	q	O	р	q	е	Į	ρι	h
Budget Line Item or	ASAP	SWG	Source	Source	Total Amount	Balance in	Amount of this	New
Activity No.	No.	FY2022	Program Year	Program Year	Req. to Date	Account	Request	Balance
1. DOE Administration							1	4
2. DOE Training & TA						8		· ·
3. DOE Program Ops						-		+ 4
4. DOE Health & Safety						· +5		•
5. DOE Financial Audit								•
6. DOE Liability Ins) +		A 6
7. DOE Total Draw						9	00.0	-
8. LIHEAP Admin.	N/A					U	0.00	E
9. LIHEAP Training/TA	N/A					÷ •		· ·
10 LIHEAP Program One						ا •		· ·
11 THEAP Total Draw	V/N-7					·		
12 CM A 3	17/11						0.00	
12. SWG Admin.	IN/A				- \$	\$ 1,681.00		\$ 1,681.00
13. SWG Program Ops.	N/A	\$ 12,665.00			- \$	\$ 12,665.00		\$ 12,665.00
14. SWG Health/Safety	N/A	\$ 4,144.00			- \$	\$ 4,144.00		\$ 4,144.00
15. SWG Total Draw	N/A						0.00	
lotal		\$ 18,490.00	-	- \$		\$ 18,490.00	•	\$ 18,490.00
Recipient Authorized Signature	nature			Date	Title			
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not provided a feet of the contract.	gnatory ce	rtifies that all ac	tivities undertak	en by the contract	tor with funds p	rovided under th	is contract have	been carried
Performance Renorts		Current		Net Comment	חווונכח. שוומכון מו	liernate maning	adaress if necess	ary.
		Carrein		Not Current	For A POILITY			
					ror ADOH Use Only			
ADOH Program Specialist Approval	t Approve	le		Date		ADOH Program A	ADOH Program Administrator Appr Date	Date
						Ò		DEV 4 2044

REV. 1-2014

ATTACHMENT E SPECIAL CONDITIONS

SWG Approved Measure List

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

Funding Agreement with State of Arizona, Department of Housing

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

- All Recipients of measures funded by Southwest Gas must be Southwest Gas customers.
- Weatherization Assistance Program requirements. Buy downs for measures that do not return and SIR of greater than or equal to 1 in REM continuous guidance is given from DOE and funding source, these requirements can change at the direction of the Arizona Department of are disallowed. Any measure that does not return an SIR of greater than or equal to 1 must be allocated to the Health and Safety Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Safety. As and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow the State WAP Plan and All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List (if applicable) for Single Family Homes Housing 7

FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO.

204-23

TERMINATION DATE

December 31, 2023

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND
GILA COUNTY
FOR

APS AND SWG WEATHERIZATION

This Funding Agreement is made by and between:

Suite 2	rizona Department of Housing ("ADOH"), located at, 1110 West Washington Street, 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select able funding source):
	Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
	Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
	A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
	A.R.S. § 41-3957 (State Housing Program Fund) ("HPF").
	The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) (" HOPWA ").
	Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
	Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("NHTF").
	Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
	H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund ("DOE WRF").

\$____

HTF

HPF

State Fiscal Year _____

State Fiscal Year ____

	HOPWA, CFDA # 14.241 Federal Fiscal Year \$
	COC , <u>CFDA # 14.267</u> Federal Fiscal Year
	NHTF, CFDA # 14.275 Federal Fiscal Year \$
	DOE WAP, CFDA # 81.042 Federal Fiscal Year \$
	DOE WRF, CFDA # 81.042 Federal Fiscal Year \$
	LIHEAP WAP, CFDA # 93.568 Federal Fiscal Year \$
	SWG WAP State Fiscal Year 2023 \$18,490.00
\boxtimes	APS WAP State Fiscal Year 2023 \$93,000.00

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

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

Section 4. DURATION

This Agreement shall be effective beginning January 1, 2023 upon execution by ADOH and shall remain in effect until DECEMBER 31, 2023 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

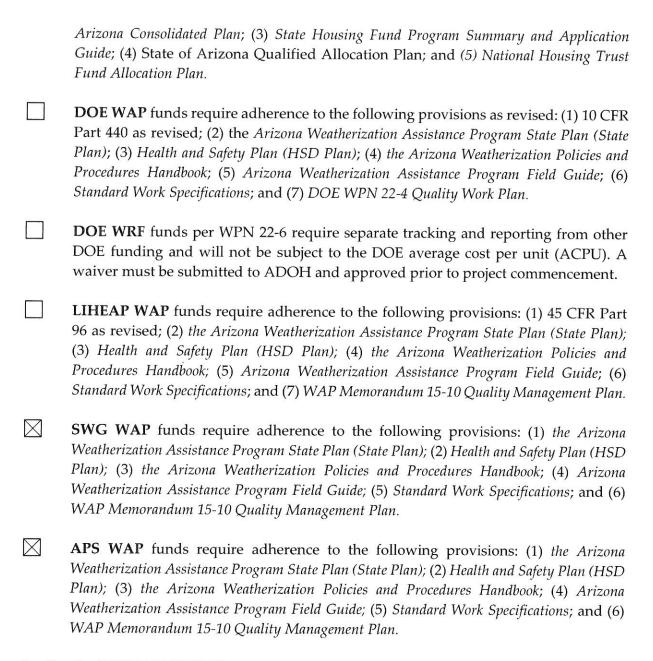
Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

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

attach	ed hereto as Attachment E.
	CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) Certification and Other Requirements Relating to Title I Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; (6) CDBG Application Handbook; (7) CDBG Grant Administration Handbook; and (8) CDBG Procurement, Contracts and Acquisition Handbook (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
	HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) <i>Certification and Other Requirements Relating to Title II Assistance</i> attached hereto as Attachment F; (3) the provisions contained in the <i>State of Arizona Consolidated Plan</i> ; (4) <i>ADOH ERR Handbook</i> ; (5) <i>ADOH Labor Standards Handbook</i> ; and (6) the <i>State Housing Fund Program Summary and Application Guide</i> .
	HTF funds require adherence to the <i>State Housing Fund Program Summary and Application Guide</i> as revised.
	HPF funds require adherence to the Special Needs Housing Manual as revised.
	COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the <i>Special Needs Housing Manual</i> .
	HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the <i>Special Needs Housing Manual</i> .
	NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91

and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the State of

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Section 6. SCOPE OF WORK

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

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

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

The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

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

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

Section 7. REPORTS

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

respec	7.1 Performance Report. Recipient agrees to submit the ADOH <i>Performance Report</i> etive of the types of projects indicated below and attached as Attachment B.
	HOME, NHTF, HTF funded rental development projects ("Rental Projects") or HPF funded rapid rehousing projects: Recipient must submit a <i>Bimonthly Performance Report</i> attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20 th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
	HOME, HTF and CDBG non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a <i>Monthly Progress Report</i> attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15 th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
	COC funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous

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with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

- HOPWA funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) HUD Consolidated Annual Performance Evaluation Report (CAPER) in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- DOE WAP, DOE WRF, LIHEAP WAP, SWG WAP and APS WAP funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).
- 7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:
 - (a) The funds have been expended;
 - (b) The Scope of Work has been completed;
 - (c) The contract period set forth in this Agreement has expired; or
 - (d) The Agreement has been otherwise terminated.

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

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

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

Section 8. SCHEDULE OF COMPLETION

Agreement has been executed.

Recipient agrees to make progress with the Scope of Work in accordance with the Schedule of Completion hereby incorporated into this Agreement and described in Attachment В. Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion. Rental Projects funded with HOME or HTF. Recipient must notify ADOH of revisions to the Schedule of Completion using the Bimonthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed. Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the Schedule of Completion using the Monthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed. Homeless Projects funded with HTF, HPF or COC. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion and Performance Report attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH

Weatherization. Projects funded with DOE WAP, DOE WRF, LIHEAP, SWG and/or APS WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of

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

funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

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

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below: CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment: (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a nonadministration activity, in which case only written notice without a contract amendment is required; (b) Additional funding sources are added to the Project; Recipient is requesting a change to the grant terms. (c) HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment: (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap; (b) Recipient is requesting a change to the loan terms.

approval from ADOH to move funds from one Budget Activity Line Item to another.

WEATHERIZATION Revisions to the Budget. Recipient must obtain written

See Section 10 for changes that affect the Budget.

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

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must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

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

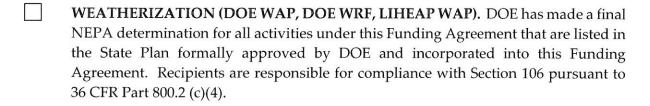
An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the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

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

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

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.



Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

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

Section 13. COMPENSATION AND METHOD OF PAYMENT

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

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made

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using the ADOH Request for Payment form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

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

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

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

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

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

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

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

14.2 Use of Program Income and Funds Recouped by Recipient.

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

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

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

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

by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the

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budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

- 15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.
- 15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of noncompliance by ADOH.

Section 16. REVERSION OF ASSETS

- **16.1 Funds Remaining at Expiration.** Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.
- 16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).
- 16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.
- 16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of

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ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

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

Section 18. SUBCONTRACTING

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

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

Section 19. FAILURE TO MAKE PROGRESS

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

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

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

Section 20. TERMINATION FOR CAUSE

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

Section 21. TERMINATION FOR CONVENIENCE

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

Section 22. ENFORCEMENT

- **22.1 Remedies for Noncompliance.** If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
 - (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
 - (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
 - (e) Recapture funds and terminate contract;
 - (f) Withhold future ADOH grant awards from all sources; or
 - (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

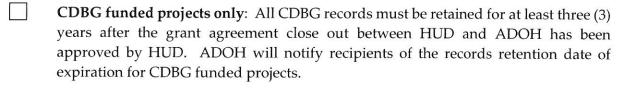
- **22.3 Effects of suspension and termination.** Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- **22.4** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

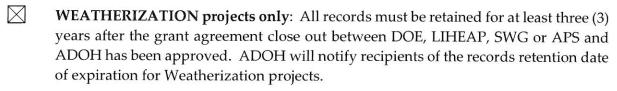
Section 23. CANCELLATION

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

Section 24. RECORDS RETENTION

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





Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General. Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

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

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

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

Section 26. AVAILABILITY OF FUNDS

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

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person,

caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

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

Section 31. AUDIT EXCEPTIONS

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

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

Section 32. UNALLOWABLE USE OF FUNDS

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

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

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

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements

incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

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

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

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

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

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

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

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

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

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

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

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

42.1 Required Coverage

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

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

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos,

scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

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

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

42.2 Certificates of Insurance

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

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

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

42.3 Cancellation and Expiration Notice

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

42.4 Self Insurance

The parties acknowledge that Recipient is self-insured and that such self-insurance satisfies the requirements of this Section 42.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; see Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust,

declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

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

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

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

Section 45. REGISTRATION WITH SOCIAL SERVE

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

Section 46. ADOH SIGNAGE

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

Section 47. PHOTOGRAPHS

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

Section 48. STATE OF ARIZONA

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

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

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

	ATE OF ARIZONA, NA DEPARTMENT OF HOUSING	GILA C	COUNTY
BY:		BY:	
	Thomas M. Simplot		Woody Cline
TITLE:	Director	TITLE:	Chair, Board of Supervisors
DATE:		DATE:	

Approved as t	o form:
The Gila Cou	nty Attorney's Office

ATTACHMENT A SCOPE OF WORK

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

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. APS funds (restricted to APS Customers only): 200% of Federal Poverty Guidelines as published annually; and
 - b. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. APS and SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and for SWG ONLY the SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. APS (funds restricted to APS Customers only): \$9,000 maximum investment per unit, which consists energy efficient (including health and safety, repair and replace) measures and up to 20% for Administrative. The total for all expenditures on a unit must not exceed \$9,000.00.
 - b. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. CAHRA will be expected to fully expend awarded funds and complete the following number of units:
 - a. APS: nine (9) completed units passing final inspection and ADOH WAP monitoring; and
 - b. SWG: six (6) completed units passing final inspection and ADOH WAP monitoring.



APS & SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION			Page 1 of 1
Recipient Gila County		Date	
Contract No 204-23 Contract Period: from 1/1/2023 to 12/31/2023		Revision #	
Activity Weatherization Assistance Program			
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200	200	City Globe	Globe
Contact Person Estelle Belarde		Zip Code 85501	5501
	Email ebelarde@gilacountyaz.gov	Fax 9	Fax 928-402-8652
Email	gloria.castro@azhousing.gov	County Gila	ila
Indicate adherence to contract or schedule changes. Due by the 30th of each month.	th.		
Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	1/31/2023		
Completion of 2 APS & 1 SWG Unit	3/31/2023		
Completion of 4 APS & 3 SWG Units (all numbers cumulative)	6/30/2023		
Completion of 7 APS & 5 SWG Units (all numbers cumulative)	9/30/2023		
Completion of 9 APS & 6 SWG Units (all numbers cumulative)	12/31/2023		
Project Complete-Contract Close Out	1/31/2024		
Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.	 Include occurrences er questions at narrativ 	that caused variation ve section A. through	from schedule H.
A. # of APS units 100% complete?	D. # of SWG units 100% complete?	lete?	
on?	E. # of SWG units under construction?F. # of SWG units out to bid?	truction?	
Recipient Authorized Signature Date Title			
T			



APS & SWG WEATHERIZATION

Attachment C

Budget						
Recipient Gila County	nty				Date	
Contract No./File No. 204-23	Contract Period: from 1/1/2023 to 12/31/2023	n 1/1/2023 to 12/31	/2023		Revision No.	
Activity Weatheri	Activity Weatherization Assistance Program	gram				
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200	Community Services	- 5515 S. Apache A	.ve., Suite 200		City	City Globe
Contact Person Estelle Belarde	elarde				Zip Code 85501	85501
Phone 928-402-8685	3685	Email	Email ebelarde@gilacountyaz.gov	untyaz.gov	Fax	Fax 928-402-8652
Program Specialist Gloria Castro	astro	Email	Email gloria.castro@azhousing.gov	housing.gov	County Gila	Gila
В	О	р	е	J	8	ų
Budget Line Item or	APS	SWG	Source	Source	Source	GRANT TOTAL
Activity No.	FY2023	FY2023	Program Year	Program Year	Program Year	ALL SOURCES
APS Administration	\$15,500.00					
APS Program Ops	\$68,200.00					
APS Health & Safety	\$1,550.00					
APS Repair/Replace	\$7,750.00					
SWG Administration		\$ 1,681.00				
SWG Program Operations		\$ 12,665.00				
SWG Health and Safety		\$ 4,144.00				
Total	\$93,000.00	\$18,490.00	\$0.00			\$111,490.00

REV. 5-2016



APS & SWG WEATHERIZATION

Attachment D

AFS & SWG WEATHENIZATION	LINICALI	NIOI TO TAIL	T TOTI OTO	THURST AND COLOR	CITA A B A DAY	O THURST	400	Attaciment
AKIZONA DEFANTMENT OF HOUSING KE	MEN	OF HUUSIING	NEQUEST F	QUEST FOR PATIMENT SUMMARY SHEET PAGE TOF	SUMMAKI	SHEET FAG	7	
Recipient	Recipient Gila County	nty					Date	
Contract No 204-23	204-23		Contract Period:	Contract Period: from 1/1/2023 to 12/31/2023	12/31/2023		Pay Req. No/Mo	
Activity	Weatheri	Activity Weatherization Assistance Program	Program				Direct Wire Dep	Yes No
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200	Office of	Community Serv	ices - 5515 S. Apa	iche Ave., Suite 20	00		City	Globe
Contact Person Estelle Belarde	Estelle Be	elarde					ZIP	ZIP 85501
Phone	Phone 928-402-8685	3685		Email	Email ebelarde@gilacountyaz.gov	ountyaz.gov	Fax	Fax 928-402-8652
Program Specialist Gloria Castro	t Gloria Ca	astro		Email	Email gloria.castro@azhousing.gov	zhousing.gov	County Gila	Gila
Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup	ment (She	et 2 of 2) must ac	company this for	m. Include copie	es of invoices, ca	shed checks, and	other backup	
documentation. SIGNATURES are required for processing.	TURES ar	e required for pro	cessing.					
а	q	Э	р	р	Э	J	500	h
Budget Line Item or	ASAP	APS	SMG	Source	Total Amount	Balance in	Amount of this	New
Activity No.	No.	FY2023	FY2023	Program Year	Req. to Date	Account	Request	Balance
1. APS Administration	N/A	\$ 15,500.00			- \$	\$ 15,500.00		\$ 15,500.00
2. APS Program Ops	N/A	\$ 68,200.00			- \$	9		\$ 68,200.00
3. APS Health & Safety	N/A	\$ 1,550.00			- \$			\$ 1,550.00
4. APS Repair/Replace	N/A	\$ 7,750.00			- \$			
5. APS Total Draw					- \$	\$ 93,000.00	00.0	\$ 93,000.00
	N/A				- \$	- \$		- \$
	N/A				- \$	-		- \$
	N/A				- \$	-		- \$
	N/A				- \$		00.0	
6. SWG Admin.	N/A		\$ 1,681.00		- \$	\$ 1,681.00		\$ 1,681.00
7. SWG Program Ops.	N/A		\$ 12,665.00		- \$	\$ 12,665.00		\$ 12,665.00
8. SWG Health/Safety	N/A		\$ 4,144.00		- \$	\$ 4,144.00		
9. SWG Total Draw	N/A					\$ 18,490.00	0.00	\$ 18,490.00
Total		\$ 93,000.00	\$ 18,490.00	۱ ک	- \$	\$ 111,490.00	- \$	\$ 111,490.00
Recipient Authorized Signature	nature			Date	Title			
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary	ignatory cohe contract	ertifies that all act. Attach wiring	tivities undertak information if n	en by the contractor of previously sub	tor with funds p	rovided under tl	nis contract have laddress if necess	een carried
Performance Reports	3	Current		Not Current				
					For ADOH Use Only			
ADOH Program Specialist Approval	st Approv.	al		Date	•	ADOH Prgrm Administrator Approval	1	Date
			, -			,	1	REV. 1-2014

REV. 1-2014

ATTACHMENT E SPECIAL CONDITIONS

SWG Approved Measure List

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

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

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



APS & SWG WEATHERIZATION Attachment D

11	L						1.1	0
Date		ADOH Prgrm Administrator Approval		Date		al	st Approv	ADOH Program Specialist Approval
			For ADOH Use Only					
				Not Current		Current		Performance Reports
ury.	iddress if necessa	h alternate mailing address if necessary.	mitted. Attach al	ot previously sub	information if n	t. Attach wiring	he contrac	out in accordance with the contract. Attach wiring information if not previously submitted. Attach
een carried	is contract have b	rovided under th	tor with funds p	en by the contrac	tivities undertak	ertifies that all ac	gnatory ce	Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried
			Title	Date			nature	Recipient Authorized Signature
\$ 111,490.00	\$ -	\$ 111,490.00	\$ -	- \$	\$ 18,490.00	\$ 93,000.00		Total
\$ 18,490.00	0.00	\$ 18,490.00	\$ -				N/A	9. SWG Total Draw
\$ 4,144.00		\$ 4,144.00	\$ -		\$ 4,144.00		N/A	8. SWG Health/Safety
\$ 12,665.00		\$ 12,665.00	\$ -		\$ 12,665.00		N/A	7. SWG Program Ops.
\$ 1,681.00		\$ 1,681.00	\$ -		\$ 1,681.00		N/A	6. SWG Admin.
	0.00		\$ -				N/A	
\$		€9	\$ -				N/A	
\$		-	\$ -				N/A	
-		-	\$ -				N/A	
\$ 93,000.00	0.00	\$ 93,000.00	\$ -					5. APS Total Draw
		\$ 7,750.00	\$ -			\$ 7,750.00	N/A	4. APS Repair/Replace
\$ 1,550.00		\$ 1,550.00	\$ -			\$ 1,550.00	N/A	3. APS Health & Safety
\$ 68,200.00		\$ 68,200.00	\$ -			\$ 68,200.00	N/A	2. APS Program Ops
\$ 15,500.00		\$ 15,500.00	\$ -			\$ 15,500.00	N/A	1. APS Administration
Balance	Request	Account	Req. to Date	Program Year	FY2023	FY2023	No.	Activity No.
New	Amount of this	Balance in	Total Amount	Source	DWS	APS	ASAP	Budget Line Item or
h	aa	f	е	d	þ	С	q	а
		7			cessing.	e required for pro	FURES are	documentation. SIGNATURES are required for processing
	other backup	hed checks, and	es of invoices, cas	rm. Include copie	company this for	et 2 of 2) must acc	nent (She	Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup
Gila	County Gila	housing.gov	Email gloria.castro@azhousing.gov	Email		stro	Gloria Ca	Program Specialist Gloria Castro
Fax 928-402-8652	Fax	untyaz.gov	Email ebelarde@gilacountyaz.gov	Email		685	Phone 928-402-8685	Phone
85501	ZIP					larde	Estelle Be	Contact Person Estelle Belarde
Globe	City		00	iche Ave., Suite 20	ces - 5515 S. Apa	Community Servi	Office of	Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200
Yes No	Direct Wire Dep				Program	Weatherization Assistance Program	Weatheri	Activity
	Pay Req. No/Mo		12/31/2023	Contract Period: from 1/1/2023 to 12/31/2023	Contract Period:		204-23	Contract No 204-23
	Date					nty	Recipient Gila County	Recipient
	1 OF 2	RY SHEET PAGE 1 OF		OR PAYMENT	REQUEST F	OF HOUSING	MENT	ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMA



APS & SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION	PLETION	Page 1 of 1
Recipient Gila County		Date
Contract No 204-23 Contract Period: from 1/1/2023 to 12/31/2023	2/31/2023	Revision #
Activity Weatherization Assistance Program		
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200	Ave., Suite 200	City Globe
Contact Person Estelle Belarde		Zip Code 85501
	Email ebelarde@gilacountyaz.gov	Fax 928-402-8652
Program Specialist Gloria Castro Er	Email gloria.castro@azhousing.gov	County Gila
Indicate adherence to contract or schedule changes. Due by the 30th of each month.	f each month.	
Contract Schedule	Contract Date	Complete Yes/No Modification Date
Contract Execution	1/31/2023	
Completion of 2 APS & 1 SWG Unit	3/31/2023	
Completion of 4 APS & 3 SWG Units (all numbers cumulative)	6/30/2023	
Completion of 7 APS & 5 SWG Units (all numbers cumulative)	9/30/2023	
Completion of 9 APS & 6 SWG Units (all numbers cumulative)	12/31/2023	
Project Complete-Contract Close Out	1/31/2024	
Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.	onth period. Include occurrences nally, answer questions at narrations	rrative section A. through H.
A. # of APS units 100% complete?	D. # of SWG units 100% complete?	lete?
B. # of APS units under construction?	E. # of SWG units under construction?	ruction?
	A C C C C C C C C C C C C C C C C C C C	
Recipient Authorized Signature Date	Title	

FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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\boxtimes	В	Performance Report/Schedule of Completion
\boxtimes	C	Budget
X	D	Request for Payment Form
X	E	Special Conditions of the Agreement
	F	Certification and Other Requirements Relating to Title I or Title II Assistance
	G	Authorizing Resolution(s)
	Н	Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)

REV. 8-7-19 iii

AGREEMENT NO.

204-20

TERMINATION DATE December 31, 2020

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND **GILA COUNTY FOR SWG WEATHERIZATION**

The Arizona Department of Housing ("ADOH"), located at, 1110 West Washington Street,

This Funding Agreement is made by and between:

280, Phoenix, Arizona 85007, acting pursuant to A.K.S. § 41-3953 and (please select able funding source):
Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
A.R.S. § 41-3957 (State Housing Program Fund) ("HPF").
The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("NHTF").
Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").

REV. 8-7-19 1 Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").

and

GILA COUNTY

(Entity)

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

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

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

Section 1. FUNDS PROVIDED

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

	CDBG, <u>CFDA # 14.228</u> Federal Fiscal Year
_	\$
	HOME, <u>CFDA # 14.239</u> Federal Fiscal Year \$
	HTF State Fiscal Year \$
	HPF State Fiscal Year \$
	HOPWA, CFDA # 14.241 Federal Fiscal Year \$
	COC, <u>CFDA # 14.267</u> Federal Fiscal Year

	NHTF, <u>CFDA # 14.275</u> Federal Fiscal Year \$
	DOE WAP, CFDA # 81.042 Federal Fiscal Year \$
	LIHEAP WAP, CFDA # 93.568 Federal Fiscal Year \$
\boxtimes	SWG WAP State Fiscal Year 2020 \$18,490.00

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

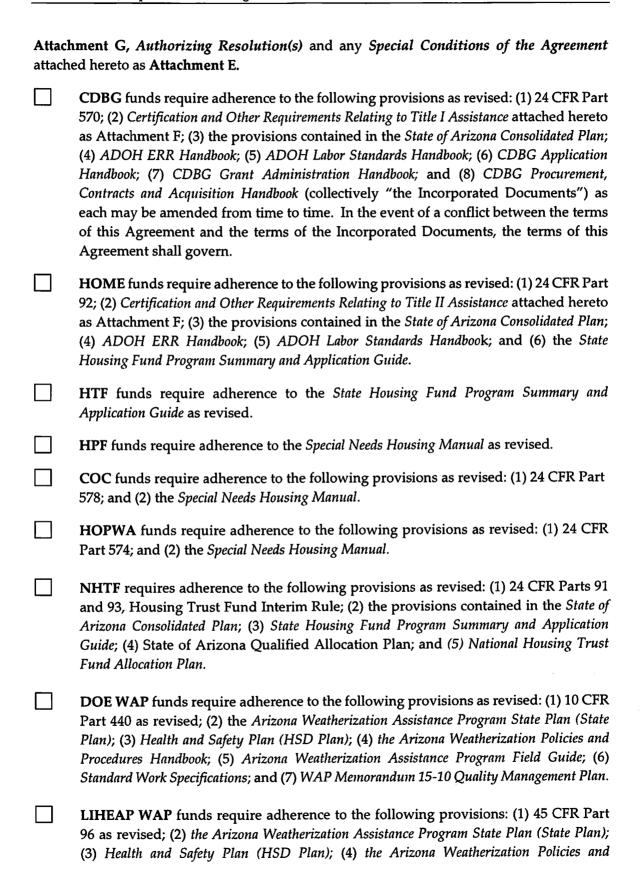
Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning January 1, 2020 upon execution by the Recipient and ADOH, and shall remain in effect until DECEMBER 31, 2020 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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

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



Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.

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

Section 6. SCOPE OF WORK

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

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

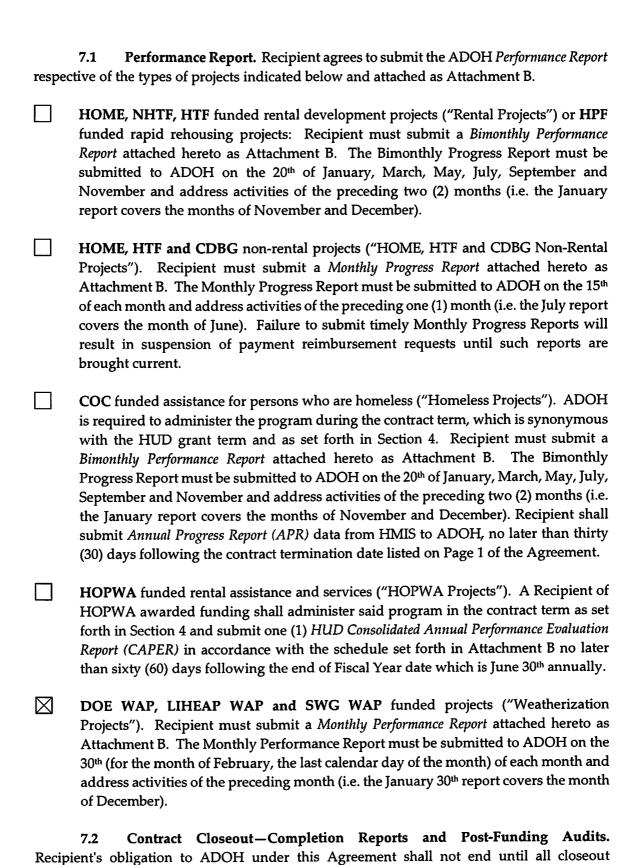
Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions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

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

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

Section 7. REPORTS

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



requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

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

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

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

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

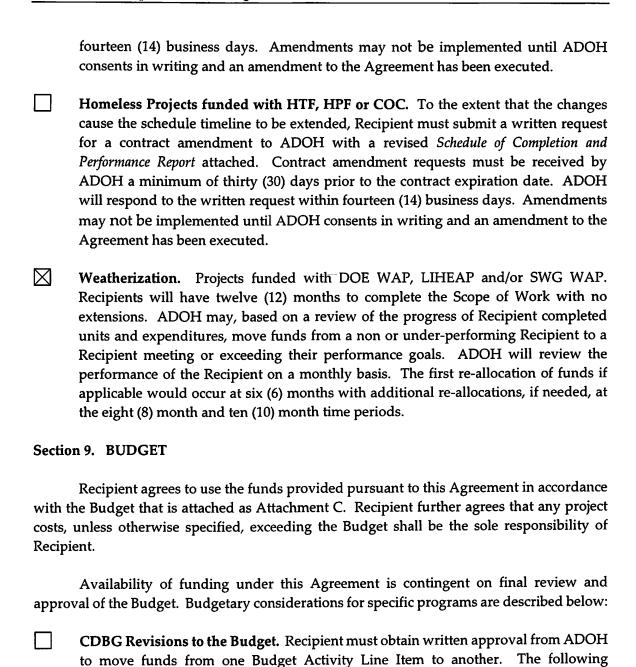
Section 8. SCHEDULE OF COMPLETION

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

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

		Recipient must notify ADOH of monthly Performance Report, attached
		anges cause the schedule timeline to
be extended, Re	cipient must submit a written re	quest for a contract amendment to
		hed. Contract amendment requests
		rty (30) days prior to the contract
		ritten request within fourteen (14)
		emented until ADOH consents in
•	mendment to the Agreement has	

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



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

substantial revisions to the *Budget* require a contract amendment:

(c) Recipient is requesting a change to the grant terms.

REV. 8-7-19

- HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
 - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

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

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

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

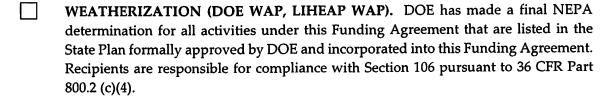
(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction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

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

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

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

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.



Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided

hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

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

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

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

14.2 Use of Program Income and Funds Recouped by Recipient.

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

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

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

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

- 15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

- 15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.
- 15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of noncompliance by ADOH.

Section 16. REVERSION OF ASSETS

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

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

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

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

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

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

Section 18. SUBCONTRACTING

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

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

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

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

Section 20. TERMINATION FOR CAUSE

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

Section 21. TERMINATION FOR CONVENIENCE

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

Section 22. ENFORCEMENT

- **22.1** Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
 - (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
 - (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
 - (e) Recapture funds and terminate contract;
 - (f) Withhold future ADOH grant awards from all sources; or
 - (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- 22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- 22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

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

Section 24. RECORDS RETENTION

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

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

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

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

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

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

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

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

Section 26. AVAILABILITY OF FUNDS

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

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

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

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

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

Section 31. AUDIT EXCEPTIONS

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

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

Section 32. UNALLOWABLE USE OF FUNDS

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

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

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

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

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

Section 39. NON-DISCRIMINATION

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

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

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

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

- (a) In accordance with A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A).
- (b) A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract.
- (c) Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Section 42. INSURANCE

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

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

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

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

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

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

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

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

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

42.1 Required Coverage

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

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

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

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

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

42.2 Certificates of Insurance

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

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

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

42.3 Cancellation and Expiration Notice

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

Section 43. PRIVACY CONSIDERATIONS

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

Section 44. NOTICES

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

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

GILA COUNTY, OFFICE OF COMMUNITY SERVICES

Entity

MALISSA BUZAN

Attention (if applicable)

5515 S. APACHE AVE., SUITE 200

Mailing Address

GLOBE, ARIZONA 85501

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

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

Section 46. ADOH SIGNAGE

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

Section 47. PHOTOGRAPHS

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

Section 48. STATE OF ARIZONA

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

Section 49. A.R.S. § 35-393.01.

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

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

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

	ATE OF ARIZONA, IA DEPARTMENT OF HOUSING	GILA C	COUNTY
BY:		BY:	
	Carol L. Ditmore		Woody Cline
TITLE:_	Director	TITLE:	Chairman, Board of Supervisors
DATE:		DATE:	

Approved as to form:	
The Gila County Attorney's Office	—

ATTACHMENT A SCOPE OF WORK

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

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
 - a. SWG: six (6) completed units passing final inspection and ADOH WAP monitoring.



SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORM	ANCE REPORT/SCHEDUL	E OF COMPLE	TION			Page 1 of 1
Recipient	Gila County	Date				
Contract No	204-20 Contract Period: from	Revision #				
Activity	Weatherization Assistance Progra					
Recipient Address	Office of Community Services - 55	City	Globe			
Contact Person		Zip Code	85501			
Phone	928-402-8685	Email	ebelarde@	Ogilacountyaz.gov	Fax	928-402-8652
Program Specialist	Gloria Castro	Email	gloria.cas	tro@azhousing.gov	County	Gila
Indicate adherence to	contract or schedule changes. Due	by the 30th of ea	ch month.			
Contract Schedule				Contract Date	Complete Yes/No	Modification Date
Contract Execution				1/31/2020		
Completion of 1 SWG U	Init			3/31/2020		
Completion of 3 SWG U	Inits (all numbers cumulative)			6/30/2020		
Completion of 5 SWG U	Inits (all numbers cumulative)	9/30/2020				
	Inits (all numbers cumulative)			12/31/2020		
Project Complete-Contr	act Close Out		1/31/2021			
Please provide a brief of	description of activities performe	d this three month	period. I	nclude occurrences	that caused variatio	n from schedule
changes to plans, unfor	reseen circumstances, etc. Please l	e specific. Finally	, answer c	uestions at narrativ	e section A. through	h H.
A. # of SWG units 100%	complete?					
B. # of SWG units under	construction?		1			
C. # of SWG units out to bid?						
]			
					<u> </u>	
			Title			
Recipient Authorized Signature Date						



SWG WEATHERIZATION

Attachment C

Budget							
Recipient Gil	Date						
Contract No./File No. 204	Revision No.						
Activity We	eatherizatio	n Assistance Pro	gram				
Recipient Address Off	City	Globe					
Contact Person Est	Zip Code	85501					
Phone 928-402-8			Email	Fax	928-402-8652		
Program Specialist Glo	oria Castro	stro Email gloria.castro@azhousing.gov				County	Gila
a		c	d	e	f	g	h
Budget Line Item or		SWG	Source	Source	Source	Source	GRANT TOTAL
Activity No.		FY2020	ProgramYear	Program Year	Program Year	Program Year	ALL SOURCES
Administration Costs							
Training & Technical Assista	nce						
Program Operations							
Health and Safety							
Financial Audit							
Liability Insurance							
LIHEAP Administration	9.9						
LIHEAP Training/TA							
LIHEAP Program Operations	S						
SWG Administration	\$	1,681.00					
SWG Program Operations		12,665.00					
SWG Health and Safety	\$	4,144.00					
Total		\$18,490.00	\$0.00	\$0.00	a a sa	100	\$18,490.00

REV. 5-2016



SWG WEATHERIZATION Attachment D ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2 Recipient Gila County Date Contract No 204-20 Contract Period: from 1/1/2020 to 12/31/2020 Pay Req. No/Mo Direct Wire Dep No Yes Activity Weatherization Assistance Program Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200 City Globe ZIP 85501 Contact Person Estelle Belarde Fax 928-402-8652 Phone 928-402-8685 Email ebelarde@gilacountyaz.gov Program Specialist Gloria Castro Email gloria.castro@azhousing.gov County Gila Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing. New Budget Line Item or ASAI SWG Source Total Amount Balance in Amount of this Source Activity No. FY2020 Req. to Date Request Balance No. Program Year Program Year Account 1. DOE Administration 2. DOE Training & TA \$ \$ 3. DOE Program Ops \$ \$ 4. DOE Health & Safety \$ \$ 5. DOE Financial Audit \$ 6. DOE Liability Ins \$ 7. DOE Total Draw 0.00 8. LIHEAP Admin. N/A 9. LIHEAP Training/TA N/A \$ \$ 10. LIHEAP Program OpsN/A \$ \$ 0.00 11. LIHEAP Total Draw N/A 12. SWG Admin. 1,681.00 1,681.00 1,681.00 N/A 12,665.00 13. SWG Program Ops. 12,665.00 N/A 12,665.00 \$ \$ 4,144.00 4,144.00 14. SWG Health/Safety 4,144.00 \$ \$ \$ N/A 15. SWG Total Draw 0.00 N/A 18,490.00 18,490.00 Total 18,490.00 Recipient Authorized Signature Date Title Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary. Performance Reports Current Not Current For ADOH Use Only

Date

ADOH Program Specialist Approval

REV. 1-2014

ADOH Program Administrator Appr Date

ATTACHMENT E SPECIAL CONDITIONS

SWG Approved Measure List

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

Attachment E

Funding Agreement with State of Arizona, Department of Housing

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

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

Attachment E

FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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REV. 10-30-18 iii

AGREEMENT NO.

207-19

TERMINATION DATE

December 31, 2019

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND GILA COUNTY

FOR

SWG WEATHERIZATION

This Funding Agreement is made by and between:

Suite	280, Phoenix, Arizona 85007, acting pursuant to A.R.S. \S 41-3953 and (please select table funding source):
	Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
	Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
	A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
	A.R.S. § 41-3957 (State Housing Program Fund) ("HPF").
	The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
	Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
	Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("NHTF").
	Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
	Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").

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

and

GILA COUNTY

(Entity)

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

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

Globe, Arizona 85501
City State Ziv

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

Section 1. FUNDS PROVIDED

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

	CDBG, <u>CFDA # 14.228</u> Federal Fiscal Year
_	\$
	HOME, <u>CFDA # 14.239</u> Federal Fiscal Year \$
	HTF State Fiscal Year \$
	HPF State Fiscal Year \$
	HOPWA, CFDA # 14.241 Federal Fiscal Year \$
	COC, <u>CFDA # 14.267</u> Federal Fiscal Year

	NHTF, <u>CFDA # 14.275</u> Federal Fiscal Year \$
	DOE WAP, CFDA # 81.042
	Federal Fiscal Year
	\$
	LIHEAP WAP, CFDA # 93.568
	Federal Fiscal Year
	\$
\square	SWG WAP
	SWG WAP State Fiscal Year 2019 \$18,490.00

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

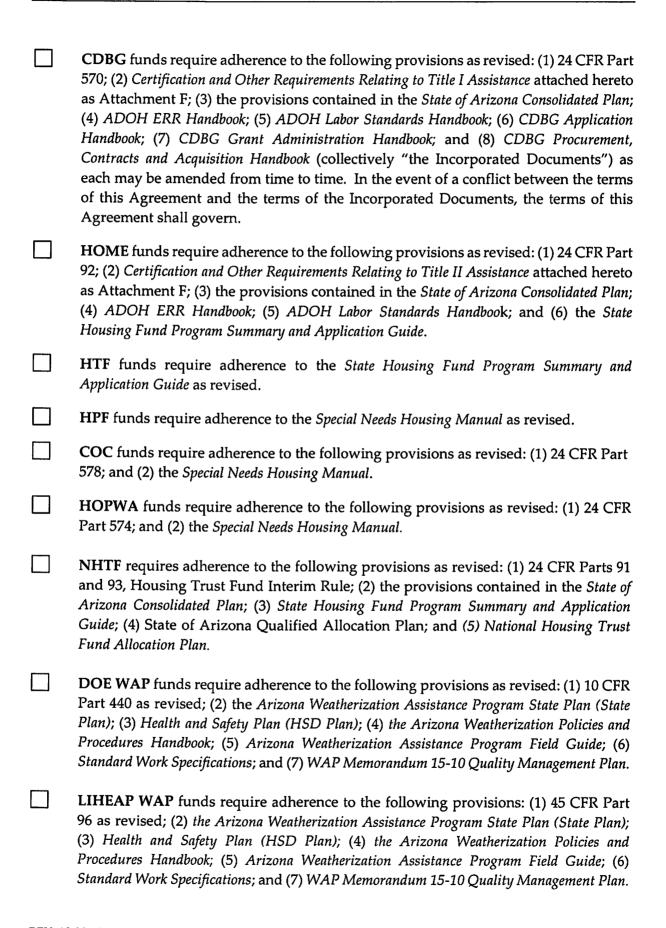
Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

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

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

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



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 \boxtimes

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

Section 6. SCOPE OF WORK

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

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

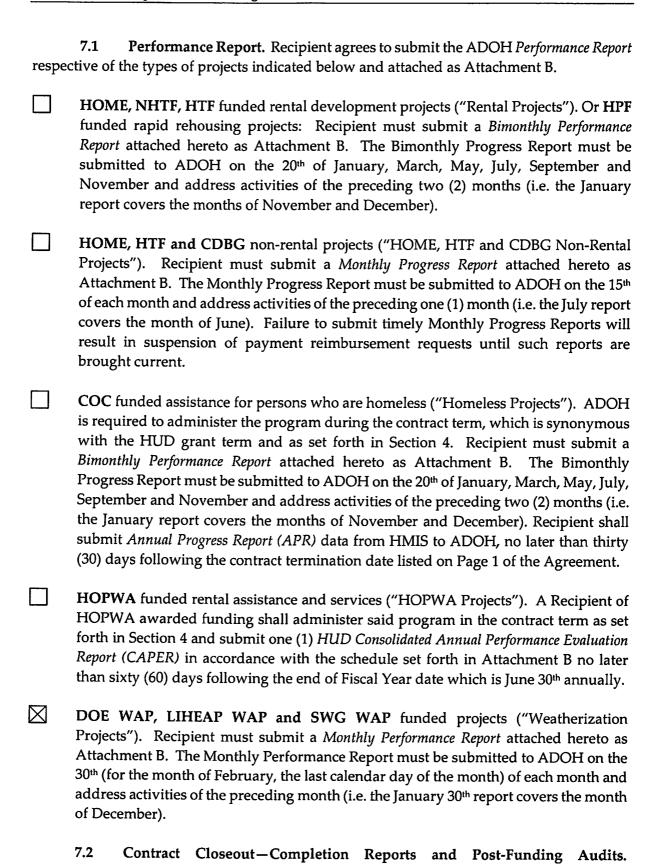
Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions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

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

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

Section 7. REPORTS

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



Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in

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

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

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

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

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

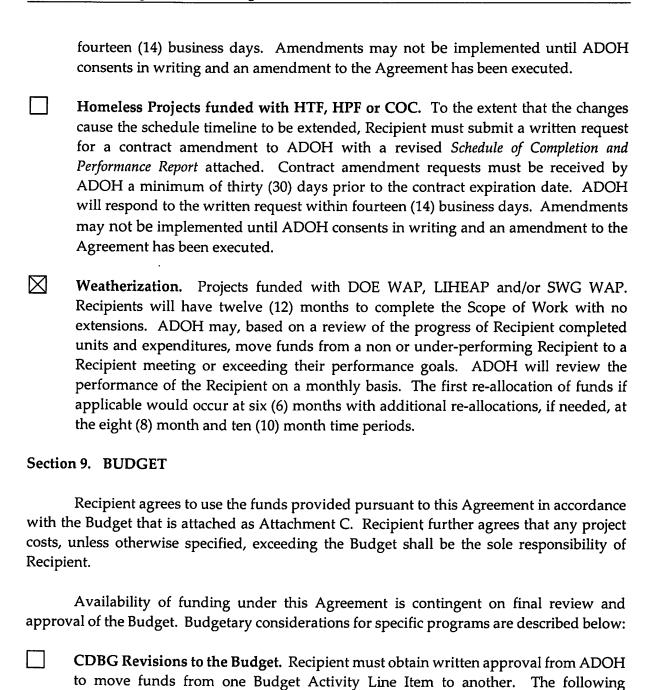
Section 8. SCHEDULE OF COMPLETION

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

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

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

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



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

substantial revisions to the Budget require a contract amendment:

(c) Recipient is requesting a change to the grant terms.

- HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
 - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

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

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

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

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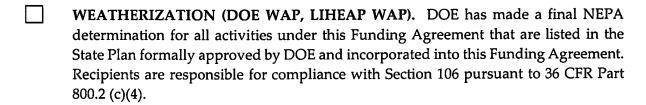
(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction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

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

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

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

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.



Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

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

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

Section 13. COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

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

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

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

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

14.2 Use of Program Income and Funds Recouped by Recipient.

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

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

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

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

- 15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement.

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

- 15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.
- 15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of noncompliance by ADOH.

Section 16. REVERSION OF ASSETS

- **16.1 Funds Remaining at Expiration.** Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.
- 16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).
- 16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.
- 16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired

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

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

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

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

Section 18. SUBCONTRACTING

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

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

Section 19. FAILURE TO MAKE PROGRESS

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

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

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

Section 20. TERMINATION FOR CAUSE

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

Section 21. TERMINATION FOR CONVENIENCE

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

Section 22. ENFORCEMENT

- **22.1** Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
 - (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
 - (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
 - (e) Recapture funds and terminate contract;
 - (f) Withhold future ADOH grant awards from all sources; or
 - (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- 22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- **22.4** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

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

Section 24. RECORDS RETENTION

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

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

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

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

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

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

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

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

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

Section 26. AVAILABILITY OF FUNDS

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

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

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

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

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

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

Section 31. AUDIT EXCEPTIONS

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

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

Section 32. UNALLOWABLE USE OF FUNDS

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

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

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

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

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

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42

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

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

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

- (a) In accordance with A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A).
- (b) A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract.
- (c) Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Section 42. INSURANCE

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

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

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

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

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

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

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

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

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

42.1 Required Coverage

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

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

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

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

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

42.2 Certificates of Insurance

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

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

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

42.3 Cancellation and Expiration Notice

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

Section 43. PRIVACY CONSIDERATIONS

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

Section 44. NOTICES

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

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

GILA COUNTY, OFFICE OF COMMUNITY SERVICES

Entity

MALISSA BUZAN

Attention (if applicable)

5515 S. APACHE AVENUE, SUITE 200

Mailing Address

GLIOBE, ARIZONA 85501

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

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

Section 46. ADOH SIGNAGE

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

Section 47. PHOTOGRAPHS

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

Section 48. STATE OF ARIZONA

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

Section 49. A.R.S. §35-393.01.

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

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

THE STATE OF ARIZONA,	Gila County
ARIZONA DEPARTMENT OF HOUSING	RECIPIENT
BY: Carol L. Ditmore	Tim R. Humphrey
TITLE: Director	TITLE: Chairman, Board of Supervisors
DATE: 128/19	DATE: Jan 22, 2019

Approved as to form:

The Gila County Attorney's Office

ATTACHMENT A SCOPE OF WORK

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

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
 - a. SWG: six (6) completed units passing final inspection and ADOH WAP monitoring.



SWG WEATHERIZATION ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE O	F COMPLETION		Page 1 of 1
Recipient Gila County		Date	
Contract No 207-19 Contract Period: from 1/1/	Revision #		
Activity Weatherization Assistance Program			
Recipient Address Office of Community Services - 5515 S	5. Apache Ave., Suite 200	City	Globe
Contact Person Estelle Belarde		Zip Code	85501
Phone 928-402-8685	Email ebelarde@gilacountyaz.gov		928-402-8652
Program Specialist Kathy Blodgett	Email kathy.blodgett@azhousing.go	County	Gila
Indicate adherence to contract or schedule changes. Due by	the 30th of each month.		
Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	1/31/2019		
Completion of 1 SWG Unit	3/31/2019		
Completion of 3 SWG Units (all numbers cumulative)	6/30/2019		
Completion of 5 SWG Units (all numbers cumulative)	9/30/2019		
Completion of 6 SWG Units (all numbers cumulative)	12/31/2019		
Project Complete-Contract Close Out	1/31/2020		
Please provide a brief description of activities performed thi			
changes to plans, unforeseen circumstances, etc. Please be sp	pecific. Finally, answer questions at narrat	ive section A. throug	gh H.
A. # of SWG units 100% complete?			
B. # of SWG units under construction?			
C. # of SWG units out to bid?			
Recipient Authorized Signature Date	Title		



SWG WEATHERIZATION

Attachment C

Budget	2							
Recipient Gila County					Date			
Contract No./File No.	207-19	Contract Period: fror	n 1/1/2019 to 12/31	/2019		Revision No.		
Activity	Weatheriz	ation Assistance Pro	gram					
		Community Services		ve., Suite 200		City	Globe	
Contact Person						Zip Code	85501	
Phone	928-402-86	685	Email	ebelarde@gilaco	ountyaz.gov		928-402-8652	
Program Specialist	Kathy Blo	dgett	AND THE RESERVE OF A COMMENT OF	kathy.blodgett@		County	Gila	
a		С	d	e	f	g	h	
Budget Line Item or		SWG	Source	Source	Source	Source	GRANT TOTAL	
Activity No.		FY2019	ProgramYear	Program Year	Program Year	Program Year	ALL SOURCES	
Administration Costs								
Training & Technical Assis	stance							
Program Operations								
Health and Safety								
Financial Audit								
Liability Insurance								
LIHEAP Administration								
LIHEAP Training/TA								
LIHEAP Program Operation	ons							
SWG Administration		\$ 1,681.00						
SWG Program Operations		\$ 12,665.00						
SWG Health and Safety		\$ 4,144.00						
Total		\$18,490.00	\$0.00	\$0.00			\$18,490.00	



SWG WEATHERIZATION Attachment D

ARIZONA DEPART	MENT	OF H	OUSING	REQUEST F	OR PAYMEN	T SUMMARY	SHEET PAGE	E 1 OF 2	
Recipient	Gila Cou	nty						Date	
Contract No	207-19	Cont	ract Period:	from 1/1/2019 to	12/31/2019			Pay Req. No/Mo	
Activity	Weatheri	zation	Assistance	Program				Direct Wire Dep	Yes No
Recipient Address	Office of	Comn	nunity Servi	ces - 5515 S. Apa	che Ave., Suite 20	00		City	Globe
Contact Person	Estelle Be	elarde						ZIP	85501
Phone	928-402-8	3685			Email	ebelarde@gilaco	untyaz.gov	Fax	928-402-8652
Program Specialist	Kathy Blo	odgett			Email	kathy.blodgett@a	azhousing.gov	County	Gila
Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.									
a	b		С	d	d	е	f	g	h
Budget Line Item or	ASAP		SWG	Source	Source	Total Amount	Balance in	Amount of this	New
Activity No.	No.	I	FY2019	Program Year	Program Year	Req. to Date	Account	Request	Balance
1. DOE Administration							\$ -		\$ -
2. DOE Training & TA							\$ -		\$ -
3. DOE Program Ops		g det					\$ -		\$ -
4. DOE Health & Safety							\$ -		\$ -
5. DOE Financial Audit							\$ -		\$ -
6. DOE Liability Ins							\$ -		\$ -
7. DOE Total Draw								0.00	
8. LIHEAP Admin.	N/A						\$ -		\$ -
9. LIHEAP Training/TA	N/A						\$ -		\$ -
10. LIHEAP Program Op							\$ -		\$ -
11. LIHEAP Total Draw	N/A	24						0.00	
12. SWG Admin.	N/A	\$	1,681.00			\$ -	\$ 1,681.00		\$ 1,681.00
13. SWG Program Ops.	N/A	\$	12,665.00			\$ -	\$ 12,665.00		\$ 12,665.00
14. SWG Health/Safety	N/A	\$	4,144.00			\$ -	\$ 4,144.00		\$ 4,144.00
15. SWG Total Draw	N/A							0.00	
Total		\$	18,490.00	\$ -	\$ -	\$ -	\$ 18,490.00	\$ -	\$ 18,490.00
Recipient Authorized Signature Date Title Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried						heen carried			
out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.									
Performance Reports Current Not Current No									
•		1				For ADOH Use Only			
ADOH Program Specialis	et Annroy	al			Date	E .	IADOH Program A	dministrator Appr	II)ate

ATTACHMENT E SPECIAL CONDITIONS

SWG Approved Measure List

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

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

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

AGREEMENT NO.

204-18

TERMINATION DATE December 31, 2017

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND Gila County FOR

SWG WEATHERIZATION

This Funding Agreement is made by and between:

Suite 2	280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select able funding source):
	Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
	Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
	A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
	The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
	Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
	Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("NHTF").
	Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
	Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").
\boxtimes	Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").

and

1

FUNDING AGREEMENT with

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ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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G	Authorizing Resolution(s)	
Пн	Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)	

GILA COUNTY (Entity)

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

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

Globe, Arizona 85501
City State Zip

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

Section 1. FUNDS PROVIDED

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

CDBG, CFDA # 14.228 Federal Fiscal Year \$
HOME, <u>CFDA # 14.239</u> Federal Fiscal Year \$
HTF State Fiscal Year \$
HOPWA, CFDA # 14.241 Federal Fiscal Year \$
COC, <u>CFDA # 14.267</u> Federal Fiscal Year
NHTF, <u>CFDA # 14.275</u> Federal Fiscal Year
DOE WAP, CFDA # 81.042 Federal Fiscal Year

	LIHEAP WAP, CFDA # 93.658 Federal Fiscal Year \$
\boxtimes	SWG WAP State Fiscal Year 2017 \$8,220.00

Section 2. OTHER FUNDS

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

Section 3. ACCEPTANCE OF FUNDS

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

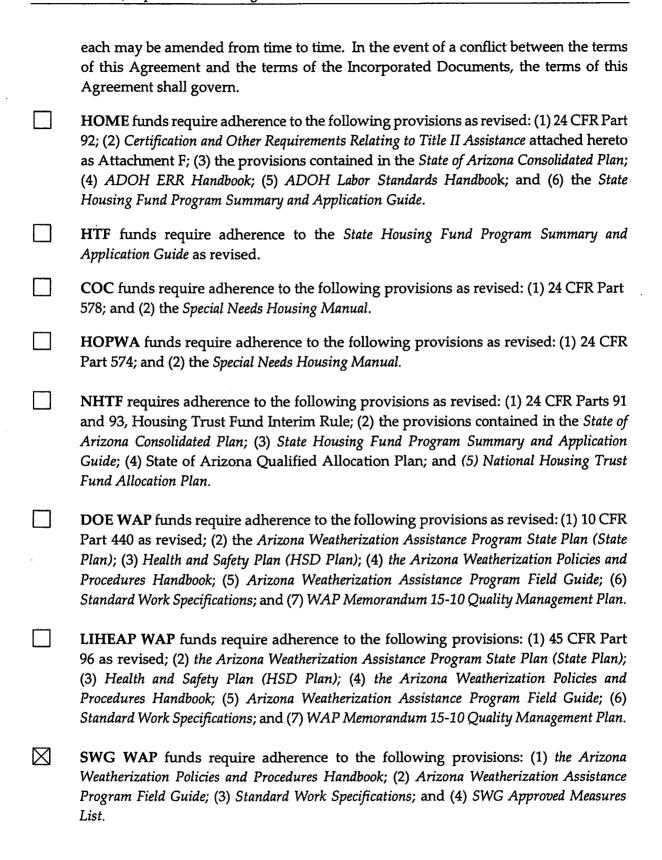
Section 4. DURATION

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

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

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

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



Section 6. SCOPE OF WORK

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

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

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

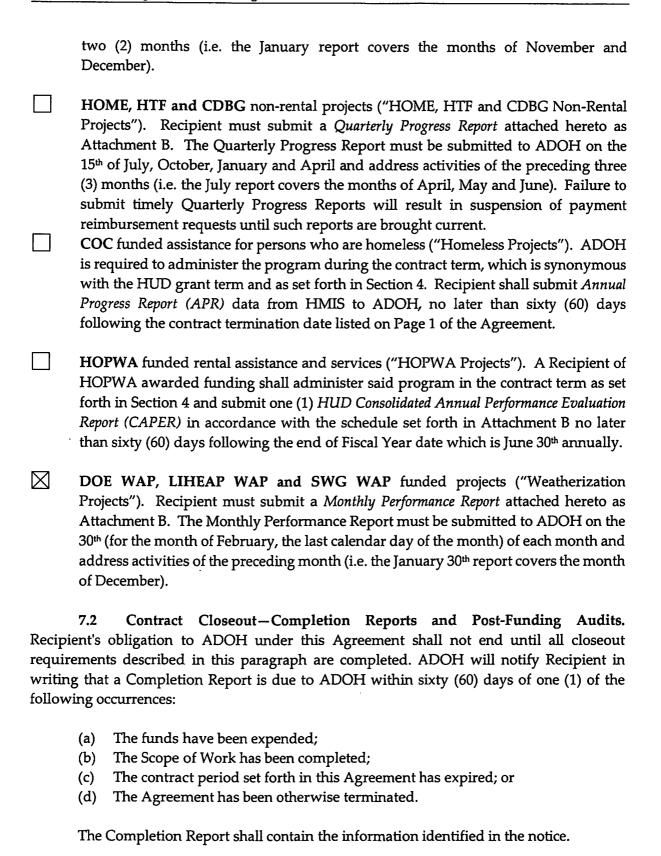
- The purpose of the project changes; (a)
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- The beneficiary of any activity changes; (d)
- Recipient is requesting a change to the loan or grant terms. Recipient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

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

Section 7. REPORTS

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

	7.1 Performance Report. Recipient agrees to submit the ADOH Performance Report
respe	ctive of the types of projects indicated below and attached as Attachment B.
	HOME, NHTF or HTF funded rental development projects ("Rental Projects"). Recipient must submit a <i>Bimonthly Performance Report</i> attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January,
	March, May, July, September and November and address activities of the preceding



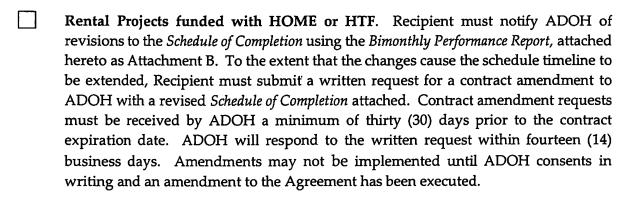
Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

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

Section 8. SCHEDULE OF COMPLETION

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

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



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

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

Section 9. BUDGET

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

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

- CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.
- HOME, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the Budget require a contract amendment:
 - (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
 - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

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

Section 10. AMENDMENTS AND MODIFICATIONS

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

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

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

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

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

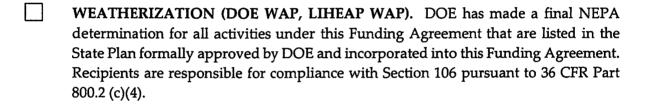
An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the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

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

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

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

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.



Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

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

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

Section 13. COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

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

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

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

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

14.2 Use of Program Income and Funds Recouped by Recipient.

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

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

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

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

- by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

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

Section 16. REVERSION OF ASSETS

- **16.1** Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.
- 16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).
- 16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.
- 16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

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

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

Section 18. SUBCONTRACTING

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

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

Section 19. FAILURE TO MAKE PROGRESS

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

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

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

Section 20. TERMINATION FOR CAUSE

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

Section 21. TERMINATION FOR CONVENIENCE

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

Section 22. ENFORCEMENT

- **22.1** Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
 - (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- **22.3** Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- **22.4** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

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

Section 24. RECORDS RETENTION

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

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

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

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

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

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

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

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

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

Section 26. AVAILABILITY OF FUNDS

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

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

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

Section 29. FEDERAL GOVERNMENT LIABILITY

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

Section 30. AUDIT

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

Section 31. AUDIT EXCEPTIONS

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

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

Section 32. UNALLOWABLE USE OF FUNDS

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

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

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

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

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

Section 35. IDENTIFICATION OF DOCUMENTS

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

Section 36. COPYRIGHT

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

Section 37. RIGHTS IN DATA

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

Section 38. FUNDING CONDITIONS

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

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations-Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

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

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

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

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

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

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

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

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

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

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

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

42.1 Required Coverage

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

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

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

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

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

42.2 Certificates of Insurance

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

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

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

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; see Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the

federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

Gila County
Entity
Malissa Buzan

Attention (if applicable)
OFFICE OF COMMUNITY SERVICES, 5515 S. APACHE AVE., SUITE 200
Mailing Address
GLOBE, ARIZONA 85501
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with <u>socialserve.com</u> and keep the project listed with <u>socialserve.com</u> for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,	Gila County
ARIZONA DEPARTMENT OF HOUSING	RECIPIENT
BY:	BY: Omnu Mat
Carol Ditmore	Tommie C. Martin
TITLE: Interim Director	TITLE: Chairman, Board of Supervisors
DATE: 112411	DATE: _ _

ATTACHMENT A SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Southwest Gas Utility (SWG) funds. Funding will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households in Gila County Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
 - a. SWG: 3 completed units passing final inspection and ADOH WAP monitoring.



SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION	(5)		Page 1 of 1		
Recipient Gila County	Date				
Contract No 204-18 Contract Period: from 7/1/2017 to 12/31/2017		Revision #			
Activity Weatherization Assistance Program		Oct Jan	April July		
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200	City	Globe			
Contact Person Estelle Belarde		Zip Code	85501		
	ngilacountyaz.gov	Fax	928-402-8652		
	erg@azhousing.gov	County Gila			
Indicate adherence to contract or schedule changes. Due by the 30th of August, Oct	ober, December, Fe	bruary (last day of),	April, June		
Contract Schedule	Contract Date	Complete Yes/No	Modification Date		
Contract Execution	7/1/2017				
Completion of 1 SWG Unit	10/31/2017				
Completion of 2 SWG Units (all numbers cumulative)	11/30/2017				
Completion of 3 SWG Units (all numbers cumulative)	12/31/2017				
Project Complete-Contract Close Out	1/31/2018				
			=		
Please provide a brief description of activities performed this three month period. I	nclude occurrences	that caused variation	on from schedule		
changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer	questions at narrati	ve section A. throug	h H.		
A. # of SWG units 100% complete?					
B. # of SWG units under construction?					
C. # of SWG units out to bid?					
Recipient Authorized Signature Date Title					



SWG WEATHERIZATION

Attachment C

Budget							
Recipient	Gila Coun	ty	Date				
Contract No./File No. 2	204-18	Contract Period: fro	m 7/1/2017 to 12/31	1/2017		Revision No.	
Activity \	Weatheriz	ation Assistance Pro	gram				
Recipient Address	Office of C	Community Services	- 5515 S. Apache A	ve., Suite 200		City	Globe
Contact Person 1	Estelle Bel	arde				Zip Code	
Phone 9	928-402-86	585	Email	ebelarde@gilac	ountyaz.gov		928-402-8652
Program Specialist 7	Trisha Eke	enberg			@azhousing.gov	County	
	· · · · · · · · · · · · · · · · · · ·	· ·	The state of the s				
a		С	d	e	f	g	h
Budget Line Item or	-	SWG	Source	Source	Source	Source	GRANT TOTAL
Activity No.		FY2017	ProgramYear	Program Year	Program Year	Program Year	ALL SOURCES
Administration Costs							
Training & Technical Assistance							
Program Operations							
Health and Safety							
Financial Audit					***************************************		
Liability Insurance							
LIHEAP Administration					7-1-1-2-1-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-		
LIHEAP Training/TA							
LIHEAP Program Operation	ons						
SWG Administration		\$ 740.00					
SWG Program Operations		\$ 5,672.00					
SWG Health and Safety		\$ 1,808.00	**************************************				
Total		\$8,220.00	\$0.00	\$0.00			\$8,220.00

REV. 5-2016



SWG WEATHERIZATION

Attachment D

ARIZONA DEPART	MENT	OF H	OUSING	REQUEST F	OR PAYMEN	T SUMMARY	SHEET PAG	E 1 OF 2		
Recipient					Date					
Contract No	204-18	Cont	ract Period:	Pay Req. No/Mo						
			Assistance	Direct Wire Dep	Yes	No				
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200									Globe	
Contact Person Estelle Belarde									85501	
	928-402-8				Email	ebelarde@gilaco	ountyaz.gov	Fax	928-402-8652	
Program Specialist	Trisha Ek	enber	g		Email	trisha.ekenberg@	@azhousing.gov	County		
Itemized Payment Staten documentation. SIGNAT	Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.									
a	b		С	d ·	d	е	f	g	1	h
Budget Line Item or	ASAP	I	SWG	Source	Source	Total Amount	Balance in	Amount of this	Ne	2W
Activity No.	No.	F	Y2017	Program Year	Program Year	Req. to Date	Account	Request	Bala	ance
1. DOE Administration							\$ -		\$	-
2. DOE Training & TA							\$ -		\$	-
3. DOE Program Ops							\$ -		\$	-
4. DOE Health & Safety							\$ -		\$	-
5. DOE Financial Audit							\$ -		\$	-
6. DOE Liability Ins							\$ -		\$	-
7. DOE Total Draw								0.00		
	N/A						\$ -		\$	-
	N/A						\$ -		\$	-
10. LIHEAP Program Ops							\$ -		\$	-
	N/A							0.00		
12. SWG Admin.	N/A	\$	740.00				\$ 740.00	HALL MAN TO SERVICE AND ADDRESS OF THE PARTY	\$	740.00
	N/A	\$	5,672.00				\$ 5,672.00		\$	5,672.00
14. SWG Health/Safety	N/A	\$	1,808.00				\$ 1,808.00		\$	1,808.00
15. SWG Total Draw	N/A							0.00		
Total		\$	8,220.00	\$ -	\$ -	\$ -	\$ 8,220.00	\$ -	\$	8,220.00
							L.:	I.		
Recipient Authorized Signature Date Recipient Authorized Signatory certifies that all activities undertaken by the contra						Title				
out in accordance with th	gnatory ce ie contrac	rtifies t. Atta	s that all act ach wiring i	rivities undertak Information if no	en by the contrac ot previously sub	ctor with funds p mitted. Attach al	rovided under tl Iternate mailing	nis contract have address if necess	been carri ary.	ed
Performance Reports		Curre	ent 🗌		Not Current					
						For ADOH Use Only				<u> </u>
ADOH Program Specialist Approval				Date		ADOH Program A	Administrator Appr	Date		



Arizona Department of Housing Weatherization Assistance Program

Sub-grantee: Gila County Which funding is being reported? DOE CLIHEAP G SWG Report Month/Year: Add/ State Database #: Do-not include deferral/walk-wway) Add/ State Database #: Do-not include deferral/walk-wway) **So.00 So.00 So.00 So.00 **So.00 So.00 So.00 So.00 **Totals: So.00 So.00 So.00 So.00 **Program Operations Breakdown Cost* All costs not associated with a house i.e. intake specialist hours; tools; supplies; etc. **Audit Cost: All costs for energy efficient measures installed ic. material cost; supplies; etc. **HSD Related Cost: All HSD costs i.e. labor to install; material cost; supplies; etc. **Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. **Number of Jobs Completed: Numeric answers only to not include deferral/walk-wavy) **Average Cost Per Unit for the Month: So.00 **Sumber of Jobs Completed: Numeric answers only too not include deferral/walk-wavy) **Average Cost Per Unit for the Month: So.00 **Average Cost Per Unit for the Mont				JOR CO21 2	UBMITTALF	ORIM			
Add/ Delete CLIHEAP SWG Add/ Delete Clonet include deferral/walicaway) Add/ Delete Clonet include deferral/walicaway) State Database #: Audit Cost (Include QCI) Cost (incl.labor): HSD Cost: Total Cost: (Include QCI) Cost (incl.labor): HSD Related Cost: (Include QCI) Cost (include QCI) Cost (include	Sub-grantee: Gila County Date:								
Add/ State Database #:	Which funding is being reported?								
Delete (Do not include deferal/walk-away) (Include QCI) Cost (incl. labor): HSD Cost: Iotal Cost: Iotal Cost: Iotal	C DOE	Report Month/Year:							
S0.00 \$0.00 \$0.00 \$0.00 +					HSD Cost:	Total Cost:			
S0.00 S0.00 S0.00 S0.00 S0.00 Totals: S0.00 S0.00 S0.00 S0.00 S0.00 Program Operations Breakdown Cost Operation Cost: All costs not associated with a house i.e. intake specialist hours; tools; supplies; etc. Audit Cost: All costs associated with doing the Audit House Related Cost, No HSD: Labor costs for energy efficient measures installed i.e. material cost; supplies; etc. HSD Related Cost: All HSD costs i.e. labor to install; material cost; supplies; etc. Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)			\$0.00	\$0.00	\$0.00	\$0.00			
Totals: \$0.00 \$0.00 \$0.00 \$0.00 Program Operations Breakdown Cost: All costs not associated with a house i.e. intake specialist hours; tools; supplies; etc. Audit Cost: All costs associated with doing the Audit House Related Cost, No HSD: Labor costs for energy efficient measures installed i.e. material cost; supplies; etc. HSD Related Cost: All HSD costs i.e. labor to install; material cost; supplies; etc. Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)			\$0.00	\$0.00	\$0.00	\$0.00			
Program Operations Breakdown Cost Operation Cost: All costs not associated with a house i.e. intake specialist hours; tools; supplies; etc. Audit Cost: All costs associated with doing the Audit House Related Cost, No HSD: Labor costs for energy efficient measures installed i.e. material cost; supplies; etc. HSD Related Cost: All HSD costs i.e. labor to install; material costs; supplies; etc. Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)			\$0.00	\$0.00	\$0.00	\$0.00			
Operation Cost: All costs not associated with a house i.e. intake specialist hours; tools; supplies; etc. Audit Cost: All costs associated with doing the Audit House Related Cost, No HSD: Labor costs for energy efficient measures installed i.e. material cost; supplies; etc. HSD Related Cost: All HSD costs i.e. labor to install; material costs; supplies; etc. Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)		Totals:	\$0.00	\$0.00	\$0.00	\$0.00			
All costs not associated with a house i.e. intake specialist hours; tools; supplies; etc. Audit Cost: All costs associated with doing the Audit House Related Cost, No HSD: Labor costs for energy efficient measures installed i.e. material cost; supplies; etc. HSD Related Cost: All HSD costs i.e. labor to install; material costs; supplies; etc. Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)			Pr	ogram Operat	ions Breakdo	own Cost			
All costs associated with doing the Audit House Related Cost, No HSD: Labor costs for energy efficient measures installed i.e. material cost; supplies; etc. HSD Related Cost: All HSD costs i.e. labor to install; material costs; supplies; etc. Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)				\$0.00					
Labor costs for energy efficient measures installed i.e. material cost; supplies; etc. HSD Related Cost: All HSD costs i.e. labor to install; material costs; supplies; etc. Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)									\$0.00
All HSD costs i.e. labor to install; material costs; supplies; etc. Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)									\$0.00
This amount totals all costs needed to average (per unit) based on funding, chosen above. Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)									\$0.00
Numeric answers only (Do not include deferral/walk-away)									\$0.00
Average Cost Per Unit for the Month: \$0.00									
Average cost of out to the Month.	Average Cost Per Unit for the Month:								\$0.00

- This form is mandatory and must be submitted with every payment request.
- 1. The "Total Monthly Cost" should match the operations costs of the payment request.
- Explanation of FIELDS:

<u>Audit Cost:</u> All audit costs (Initial, Final, QCI-if applicable) Should match audit cost totals on the database for each job.

House Related Cost: Should match database of totals spent on each job excluding audit and HSD costs.

HSD Related Cost: All HSD cost for each job. Should match database HSD totals spent on each job.

Operation Cost: Any operation cost that is not included in the cost above. This field must be entered manually. (See #2)

Number of jobs completed: Total number of jobs that were completed, included in current request

ATTACHMENT E - SUPPLEMENT

Southwest Gas Corporation Approved Measure List

		Requires	•
	Requires Natural	Natural Gas	
_	Gas Space	Water Heating	
Southwest Gas Measure 1	Heating Source	Source	Specific Requirements ²
Duct Replacement	x		Must be cost-effective or have SIR greater than 1.0.
Duct Sealing	x		Pressure Relief to be included in Duct Sealing cost. Must be cost-effective or have SIR greater than 1.0
Envelope Sealing	x		Must be cost-effective or have SIR greater than 1.0.
HSD Cooler Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD CO & Smoke Detector			Health & Safety Budget capped at 25% of agency's overall budget
HSD Door			Health & Safety Budget capped at 25% of agency's overall budget
HSD General Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD Installed Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Repair Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Replace Registers			Health & Safety Budget capped at 25% of agency's overall budget
HSD Spot Ventilation			Health & Safety Budget capped at 25% of agency's overall budget
HSD Natural Gas Water Heater			Health & Safety Budget capped at 25% of agency's overall budget
HSD Upper/Lower Combustion Air			Health & Safety Budget capped at 25% of agency's overall budget
HSD HVAC Service	x		Health & Safety Budget capped at 25% of agency's overall budget
HVAC Replacement	x		Must be cost-effective or have SIR greater than 1.0.
HVAC Replacement - GAS PAC	x		Must be cost-effective or have SIR greater than 1.0. A 13 SEER Gas Pac may only replace an existing Gas Pac
Installed Insulation	x		Must be cost-effective or have SIR greater than 1.0.
Low-cost/No Cost			Capped at \$250.
Low Flow Showerhead		×	
Faucet Aerator		x	
Weather Stripping	x		
Water Heater Insulation •		x	
Furnace Filters	x		
Door Sweep	x		
Pipe Insulation		x	
Set-back Thermostat	x		
Low-e Storm Windows	x ,		
Misalignment Repair (batt insulation)	x		
Replace Glass	x		Must be justified with infiltration reduction or fall under Health and Safety Budget
Repair Replacement of leaking hot water control valves		×	Must be cost-effective or have SIR greater than 1.0.
Relocation of Thermostat	x		Must be cost-effective or have SIR greater than 1.0.
Replacement of evap cooler roof jacks with damper system	x		Must be cost-effective or have SIR greater than 1.0.

¹ All recipients of measures funded by Southwest Gas must be Southwest Gas customers.

² Ali approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow the State Plan and Weatherization Assistance Program requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to one must be allocated to the Health and Saftey Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Saftey. As continuous guidance is give from DOE and funding source, these requirements can change at the direction of the Governor's Office of Energy Policy.

FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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REV. 8-03-16 ii

AGREEMENT NO.

212-18

TERMINATION DATE December 31 2018

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND
GILA COUNTY
FOR
SWG WEATHERIZATION

This Funding Agreement is made by and between:

Suite 2	rizona Department of Housing ("ADOH"), located at, 1110 West Washington Street, 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select able funding source):
	Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
	Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
	A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
	The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
	Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
	Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("NHTF").
	Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
	Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").
\boxtimes	Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").

GILA COUNTY

(Entity)

An Arizona County ("Recipient") DUNS #07-407-1339, located at

Office of Community Services, 5515 S. Apache Ave., Suite 200

Stree

Globe, Arizona 85501

City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$18,490.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

CDBG, CFDA # 14.228 Federal Fiscal Year \$
HOME, <u>CFDA # 14.239</u> Federal Fiscal Year \$
HTF State Fiscal Year \$
HOPWA, CFDA # 14.241 Federal Fiscal Year \$
COC, <u>CFDA # 14.267</u> Federal Fiscal Year
NHTF, <u>CFDA # 14.275</u> Federal Fiscal Year \$
DOE WAP, CFDA # 81.042 Federal Fiscal Year

	LIHEAP WAP, CFDA # 93.658 Federal Fiscal Year \$
\boxtimes	SWG WAP State Fiscal Year 2018 \$18,490.00

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the **Budget** attached hereto as **Attachment** C. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

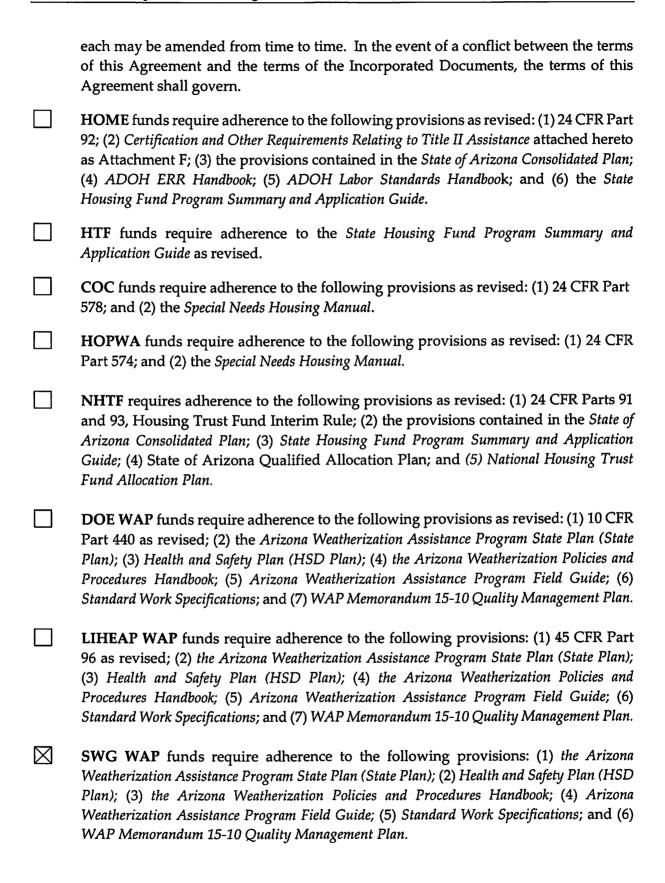
Section 4. DURATION

This Agreement shall be effective beginning on January 1, 2018 upon of execution by Recipient and ADOH, and shall remain in effect until DECEMBER 31, 2018 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as Attachment G, Authorizing Resolution(s) and any Special Conditions of the Agreement attached hereto as Attachment E.

CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part
570; (2) Certification and Other Requirements Relating to Title I Assistance attached hereto
as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan;
(4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; (6) CDBG Application
Handbook; (7) CDBG Grant Administration Handbook; and (8) CDBG Procurement,
Contracts and Acquisition Handbook (collectively "the Incorporated Documents") as



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Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

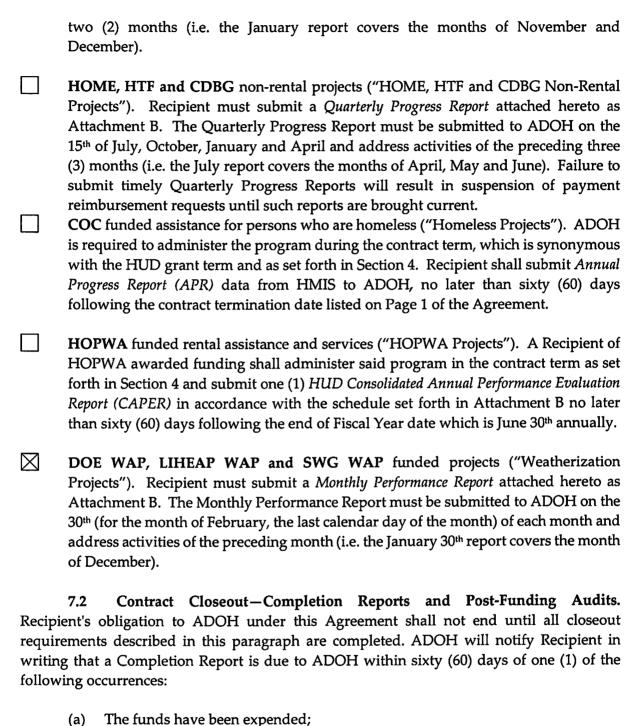
ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH Performance Report respective of the types of projects indicated below and attached as Attachment B.
 HOME, NHTF or HTF funded rental development projects ("Rental Projects").

Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding



- (b) The Scope of Work has been completed;
- The contract period set forth in this Agreement has expired; or (c)
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

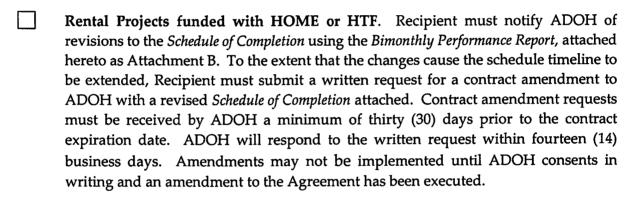
Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.



Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the Schedule of Completion using the Quarterly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Homeless Projects funded with COC. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Weatherization. Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.
- HOME, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the Budget require a contract amendment:
 - (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
 - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

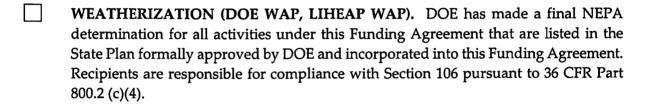
An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with

the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.



Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and

outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homeownership housing does not required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within thirty (30) days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

- 15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of noncompliance by ADOH.

Section 16. REVERSION OF ASSETS

- 16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.
- 16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).
- 16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.
- 16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

- **22.1** Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
 - (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

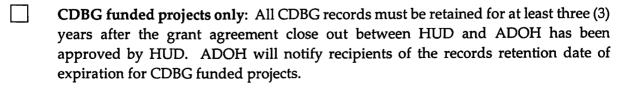
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- **22.3** Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- **22.4** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.



WEATHERIZATION projects only: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been

approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; see Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the

federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GILA COUNTY COMMUNITY SERVICES

Entity

MALISSA BUZAN

Attention (if applicable)

5515 S. APACHE AVE., SUITE 200

Mailing Address

GLOBE, ARIZONA 85501

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with <u>socialserve.com</u> and keep the project listed with <u>socialserve.com</u> for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STA	ATE OF ARIZONA,	GILA C	OUNTY
ARIZON	A DEPARTMENT OF HOUSING	RECIPI	ENT
BY:		BY:	Emma Morta
	Carol L. Ditmore		Tommie C. Martin
TITLE:	Director	TITLE:	Chairman, Board of Supervisors
DATE:		DATE:	2/20/2018

ATTACHMENT A SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Southwest Gas Utility (SWG) funds. Funding will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households in Gila County Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
 - a. SWG: six (6) completed units passing final inspection and ADOH WAP monitoring.



SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPL	ETION		Leading of the control of	Page 1 of 1
Recipient Gila County		Date		257 31 4578
Contract No 212-18 Contract Period: from 1/1/2018 to 12/3	Revision #	BEAR CAN		
Activity Weatherization Assistance Program		Oct Jan	April	July
Recipient Address Office of Community Services - 5515 S. Apache Av	ve., Suite 200		Globe	
Contact Person Estelle Belarde		Zip Code		
	il ebelarde@gilacountyaz.gov	THE SECOND CONTRACTOR OF THE PROPERTY OF THE P	928-402-8652	
0 1	il trisha.ekenberg@azhousing.gov	County		
Indicate adherence to contract or schedule changes. Due by the 30th of			ALL THE PARTY OF T	
Contract Schedule	Contract Date	Complete Yes/No	Modificat	ion Date
Contract Execution	1/31/2018			
Completion of 1 SWG Unit	3/31/2018			
Completion of 3 SWG Units (all numbers cumulative)	6/30/2018			
Completion of 5 SWG Units (all numbers cumulative)	9/30/2018			
Completion of 6 SWG Units (all numbers cumulative)	12/31/2018			
Project Complete-Contract Close Out	1/31/2019			
Please provide a brief description of activities performed this three mon				ıle
changes to plans, unforeseen circumstances, etc. Please be specific. Fina	lly, answer questions at narrat	ive section A. throug	gh H.	
A. # of SWG units 100% complete?				
B. # of SWG units under construction?				
C. # of SWG units out to bid?				
	- mu			
Recipient Authorized Signature Date	Title			



SWG WEATHERIZATION

Attachment C

Budget	E 49 5 40		a Reservices				
Recipient	Gila Coun	ıty				Date	
Contract No./File No.	212-18	Contract Period: from	m 1/1/2018 to 12/31	/2018		Revision No.	
Activity	Weatheriz	zation Assistance Pro	gram				
Recipient Address	Office of C	Community Services	- 5515 S. Apache A	ve., Suite 200		City	Globe
Contact Person	Estelle Bel	larde				Zip Code	85501
Phone	928-402-86	685	Email	ebelarde@gilaco	ountyaz.gov		928-402-8652
Program Specialist	Trisha Eke	enberg	Email	trisha.ekenberg(@azhousing.gov	County	Gila
a		С	d	e	f	g	h
Budget Line Item or		SWG	Source	Source	Source	Source	GRANT TOTAL
Activity No.		FY2018	ProgramYear	Program Year	Program Year	Program Year	ALL SOURCES
Administration Costs							
Training & Technical Assi	istance						
Program Operations							
Health and Safety							
Financial Audit							
Liability Insurance							
LIHEAP Administration							
LIHEAP Training/TA							
LIHEAP Program Operati	ions						
SWG Administration		\$ 1,681.00					
SWG Program Operations	S	\$ 12,665.00					
SWG Health and Safety		\$ 4,144.00					
Total		\$18,490.00	\$0.00	\$0.00			\$18,490.00

REV. 5-2016



SWG WEATHERIZATION Attachment D

ARIZONA DEPART			HOUSING	REQUEST FO	OR PAYMEN	T SUMMARY	SHEET PAG	E 1 OF 2	
Recipient	The Charles of the Parket State of the Section 1997	nty						Date	
Contract No	212-18	Con	tract Period:	from 1/1/2018 to	12/31/2018			Pay Req. No/Mo	
			n Assistance					Direct Wire Dep	Yes No
Recipient Address	Office of	Com	munity Servi	ices - 5515 S. Apa	che Ave., Suite 20	00		City	Globe
Contact Person	E CARLON OF THE PARTY OF THE PARTY OF		e					ZIP	85501
	928-402-8				Email	ebelarde@gilaco	untyaz.gov	Fax	928-402-8652
Program Specialist						trisha.ekenberg(County	Gila
Itemized Payment Staten documentation. SIGNAT	nent (She TURES are	et 2 o e requ	of 2) must accurred for pro	company this for cessing.	m. Include copi	es of invoices, ca	shed checks, and	other backup	
a	b		С	d	d	e	f	g	h
Budget Line Item or	ASAP		SWG	Source	Source	Total Amount	Balance in	Amount of this	New
Activity No.	No.		FY2018	Program Year	Program Year	Req. to Date	Account	Request	Balance
1. DOE Administration							\$ -		\$ -
2. DOE Training & TA	*						\$ -		\$ -
3. DOE Program Ops							\$ -		\$ -
4. DOE Health & Safety							\$ -		\$ -
5. DOE Financial Audit							\$ -		\$ -
6. DOE Liability Ins							\$ -		\$ -
7. DOE Total Draw								0.00	
8. LIHEAP Admin.	N/A						\$ -		\$ -
9. LIHEAP Training/TA	N/A						\$ -		\$ -
10. LIHEAP Program Ops							\$ -		\$ -
11. LIHEAP Total Draw	N/A							0.00	
12. SWG Admin.	N/A	\$	1,681.00			\$ -	\$ 1,681.00		\$ 1,681.00
13. SWG Program Ops.	N/A	\$	12,665.00			\$ -	\$ 12,665.00		\$ 12,665.00
14. SWG Health/Safety	N/A	\$	4,144.00			\$ -	\$ 4,144.00		\$ 4,144.00
15. SWG Total Draw	N/A							0.00	
Total		\$	18,490.00	\$ -	\$ -	\$ -	\$ 18,490.00	\$ -	\$ 18,490.00
Recipient Authorized Sign					Date	Title			
Recipient Authorized Sig	gnatory ce	ertifie	es that all act	tivities undertak	en by the contrac	tor with funds p	rovided under th	is contract have	been carried
out in accordance with th	ne contrac	t. At	tach wiring	information if no	ot previously sub	mitted. Attach al	ternate mailing	address if necess	ary.
Performance Reports		Curi	- Committee of the Comm		Not Current				
						For ADOH Use Only			
ADOH Program Specialis	t Approv	al			Date	1	ADOH Program A	Administrator Appr	Date



F-4

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient Gila	County					Date	
Contract No 212-	18					Pay Req. No	
		1		10			
Budget Line item DOE, LIHEAP, SWG) & Job No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to	Balance paid by other source	Name of other source
				-			
				-			
	-						
Totals							

ATTACHMENT E - SUPPLEMENT

Southwest Gas Corporation Approved Measure List

	Require	# [] , 하게 된
	Requires Natural Natural	Gas : [1] [1] [1] [1] [1] [1] [2] [2] [2] [3] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4
	Gas Space Water He	ating 보통 - 하이트를 보고는 전체를 위한 이 기를 통합하다. 경험 사람들은 보고 기를 위한 시간을 함께 함께 하는데 다른 사람들은 하는데 되었다.
Southwest Gas Measure 1	Heating Source Source	Specific Requirements ²
Duct Replacement	x	Must be cost-effective or have SIR greater than 1.0.
Duct Sealing	×	Pressure Relief to be included in Duct Sealing cost. Must be cost-effective or have SIR greater than 1.0
Envelope Sealing	x	Must be cost-effective or have SIR greater than 1.0.
HSD Cooler Repair		Health & Safety Budget capped at 25% of agency's overall budget
HSD CO & Smoke Detector		Health & Safety Budget capped at 25% of agency's overall budget
HSD Door		Health & Safety Budget capped at 25% of agency's overall budget
HSD General Repair		Health & Safety Budget capped at 25% of agency's overall budget
HSD Installed Stove		Health & Safety Budget capped at 25% of agency's overall budget
HSD Repair Stove		Health & Safety Budget capped at 25% of agency's overall budget
HSD Replace Registers		Health & Safety Budget capped at 25% of agency's overall budget
HSD Spot Ventilation		Health & Safety Budget capped at 25% of agency's overall budget
HSD Natural Gas Water Heater		Health & Safety Budget capped at 25% of agency's overall budget
HSD Upper/Lower Combustion Air		Health & Safety Budget capped at 25% of agency's overall budget
HSD HVAC Service	x	Health & Safety Budget capped at 25% of agency's overall budget
HVAC Replacement	x	Must be cost-effective or have SIR greater than 1.0.
HVAC Replacement - GAS PAC	x	Must be cost-effective or have SIR greater than 1.0. A 13 SEER Gas Pac may only replace an existing Gas Pac
Installed Insulation	×	Must be cost-effective or have SIR greater than 1.0.
Low-cost/No Cost		Capped at \$250.
Low Flow Showerhead	x	
Faucet Aerator	x	
Weather Stripping	x	
Water Heater Insulation	×	
Furnace Filters	x	
Door Sweep	x	
Pipe Insulation	x	
Set-back Thermostat	x	
Low-e Storm Windows	x	
Misalignment Repair (batt insulation)	x	
Replace Glass	x	Must be justified with infiltration reduction or fall under Health and Safety Budget
Repair Replacement of leaking hot water control valves	x	Must be cost-effective or have SIR greater than 1.0.
Relocation of Thermostat	x	Must be cost-effective or have SIR greater than 1.0.
Replacement of evap cooler roof jacks with damper system	×	Must be cost-effective or have SIR greater than 1.0.

All recipients of measures funded by Southwest Gas must be Southwest Gas customers.

the State Plan and Weatherization Assistance Program requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to one must be allocated to the Health and Saftey Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Saftey. As continuous guidance is give from DOE and funding source, these requirements can change at the direction of the Governor's Office of Energy Policy.

All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow

FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. 216-24 **TERMINATION DATE** 12/31/2024

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND GILA COUNTY FOR

APS AND SWG WEATHERIZATION - BALANCE OF MARICOPA COUNTY

This Funding Agreement is made by and between:

Suite	rizona Department of Housing ("ADOH"), located at, 1110 West Washington Street, 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select table funding source):
	Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
	Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
	A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
	A.R.S. § 41-3957 (State Housing Program Fund) ("HPF").
	S.B. 1720 Homeless Shelter and Services Fund ("HSSF").
	The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) (" HOPWA ").
	Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
	Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("NHTF").
	Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) (" DOE WAP ").

Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, et. seq. including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. ("DOE WAP BIL").
H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund ("DOE WRF").
Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").
Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
Arizona Public Service, Weatherization Assistance Program ("APS WAP").
Salt River Project, Weatherization Assistance Program ("SRP WAP").
Section 8071 of the SUPPORT for Patients and Communities Act. Pub. L. 115-271, approved October 24, 2018 referred to as Recovery Housing Program ("RHP")
Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan at 31 CFR Part 35 ("SLFRF" or "SFRF")

and GILA COUNTY (Entity)

An Arizona County ("Recipient") UEI #C8EKKJK67XB1, located at

Office of Community Services, 5515 S. Apache Ave, Suite 200 Street

Globe, Arizona 85501
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$266,490.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

CDBG; CFDA # 14.228, FAIN # Federal Fiscal Year \$
HOME; CFDA # 14.239, FAIN # Federal Fiscal Year \$
HTF State Fiscal Year \$
HPF State Fiscal Year \$
HSSF State Fiscal Year \$
HOPWA; CFDA # 14.241, FAIN # Federal Fiscal Year \$
COC; <u>CFDA # 14.267, FAIN #</u> Federal Fiscal Year \$
NHTF; CFDA # 14.275, FAIN # Federal Fiscal Year \$
DOE WAP; <u>CFDA # 81.042</u> , FAIN # Federal Fiscal Year \$
DOE WAP BIL; CFDA # 81.042, FAIN # Federal Fiscal Year \$
DOE WRF; CFDA # 81.042, FAIN # Federal Fiscal Year \$

	LIHEAP WAP (through ISA with AzDES); CFDA # 93.568, FAIN #						
	Federal Fiscal Year						
	\$						
\boxtimes	SWG WAP						
	State Fiscal Year 2024						
	\$18,490.00						
\boxtimes	APS WAP						
_	State Fiscal Year 2024						
	\$248,000.00						
	SRP WAP						
	State Fiscal Year						
	\$						
	RHP; CFDA #14.228, FAIN #						
	State Fiscal Year						
	\$						
	SFRF (through ISA with Office of the Governor); CFDA 21.027, FAIN #						
	State Fiscal Year						
	\$						

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment** C. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective for jobs completed beginning January 1, 2024 upon the date of execution by ADOH and shall remain in effect until DECEMBER 31, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

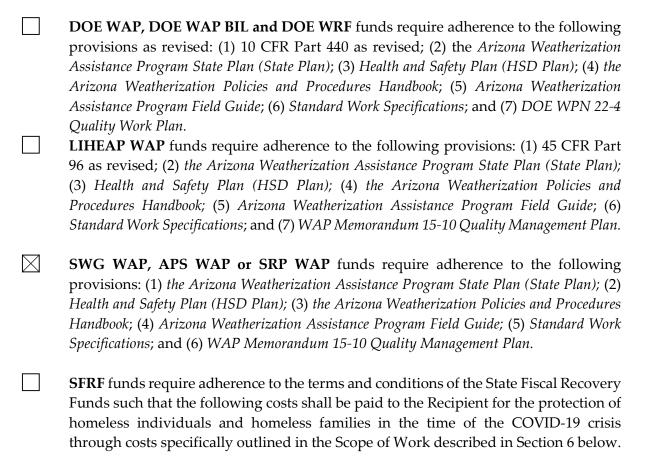
Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as Attachment G, Authorizing Resolution(s) and any Special Conditions of the Agreement attached hereto as Attachment E. CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) Certification and Other Requirements Relating to Title I Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; (6) CDBG Application Handbook; (7) CDBG Grant Administration Handbook; and (8) CDBG Procurement, Contracts and Acquisition Handbook (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern. **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) Certification and Other Requirements Relating to Title II Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; and (6) the State Housing Fund Program Summary and Application Guide. HTF funds require adherence to the State Housing Fund Program Summary and Application Guide as revised. **HPF** funds require adherence to the *Special Needs Housing Manual* as revised. HSSF funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding. COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the Special Needs Housing Manual. **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the Special Needs Housing Manual. NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the State of

Arizona Consolidated Plan; (3) State Housing Fund Program Summary and Application Guide; (4) State of Arizona Qualified Allocation Plan; and (5) National Housing Trust

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Fund Allocation Plan.



Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;

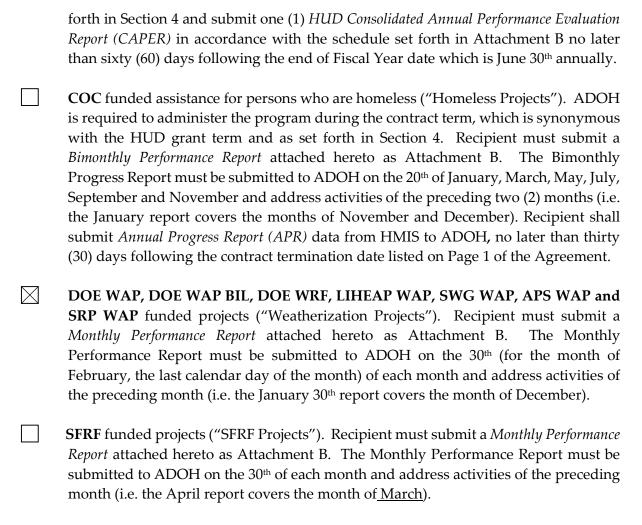
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

respec	7.1 Performance Report. Recipient agrees to submit the ADOH <i>Performance Report</i> ctive of the types of projects indicated below and attached as Attachment B.
	HOME, NHTF, HTF funded rental development projects ("Rental Projects") or HPF funded rapid rehousing projects: Recipient must submit a <i>Bimonthly Performance Report</i> attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20 th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
	HOME, HTF and CDBG non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a <i>Monthly Progress Report</i> attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15 th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
	HSSF funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a <i>Quarterly Performance Report</i> attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20 th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).
	HOPWA funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set



- **7.2** Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:
 - (a) The funds have been expended;
 - (b) The Scope of Work has been completed;
 - (c) The contract period set forth in this Agreement has expired; or
 - (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH

determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the Scope of Work in accordance with the Schedule of Completion hereby incorporated into this Agreement and described in Attachment **Revisions to the Schedule of Completion.** Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion. Rental Projects funded with HOME or HTF. Recipient must notify ADOH of revisions to the Schedule of Completion using the Bimonthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed. Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the Schedule of Completion using the Monthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed. Homeless Projects funded with HTF, HPF, HSSF or COC. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion and Performance Report attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Weatherization. Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a

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review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

SFRF Projects. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.
- HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;

(b) Recipient is requesting a change to the loan terms.
 HSSF and SFRF Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.
 WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds

are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP). DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In

no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by

Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

- by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- **15.2 Reallocation of De-obligated HOME or State HTF Funds.** If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

- **15.5 Reallocation of Recaptured Funds**. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.
- 15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of noncompliance by ADOH.

Section 16. REVERSION OF ASSETS

- **16.1 Funds Remaining at Expiration.** Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.
- 16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).
- 16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.
- 16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families

and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- **22.3 Effects of suspension and termination.** Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- **22.4** Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

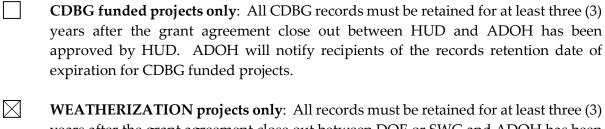
Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

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years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for

which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002

(42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §\$12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly

licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a

\$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

42.4 Self Insurance

The parties acknowledge that Recipient is self-insured and that such self-insurance satisfies the requirements of this Section 42.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GILA COUNTY

Entity

Estelle Belarde

Attention (if applicable)

OFFICE OF COMMUNITY SERVICES, 5515 S. APACHE AVE, SUITE 200

Mailing Address

GLOBE, ARIZONA 85501

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with <u>socialserve.com</u> and keep the project listed with <u>socialserve.com</u> for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

	ATE OF ARIZONA, NA DEPARTMENT OF HOUSING	GILA COUNTY RECIPIENT					
BY:		BY:					
	Joan Serviss		Stephen Christensen				
TITLE:_	Cabinet Executive Officer Executive Deputy Director	TITLE:	Chair, Board of Supervisors				
DATE:_		DATE:					

ATTACHMENT A SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Arizona Public Service (APS) and Southwest Gas Corporation (SWG) Utility funds. Funding will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households who are APS and/or SWG customers in Gila County, Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. APS funds (restricted to APS Customers only): 200% of Federal Poverty Guidelines as published annually; and
 - b. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. APS and SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and for SWG ONLY the SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. APS (funds restricted to APS Customers only): \$9,000 maximum investment per unit, which consists energy efficient (including health and safety, repair and replace) measures and up to 20% for Administrative. The total for all expenditures on a unit must not exceed \$9,000.00.
 - b. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. CAHRA will be expected to fully expend awarded funds and complete the following number of units:
 - a. APS: twenty-three (23) completed units passing final inspection and ADOH WAP monitoring; and
 - b. SWG: five (5) completed units passing final inspection and ADOH WAP monitoring.



APS & SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION			Page 1 of 1
Recipient Gila County	Date		
Contract No 216-24 Contract Period: from 1/1/2024 to 12/31/2024	Revision #		
Activity Weatherization Assistance Program			
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 20	0	,	Globe
Contact Person Estelle Belarde		Zip Code	
	<u>@gilacountyaz.gov</u>	Fax	928-402-8652
	stro@azhousing.gov	County	Gila
Indicate adherence to contract or schedule changes. Due by the 30th of each month			
Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	1/31/2024		
Completion of 5 APS & 1 SWG Unit	3/31/2024		
Completion of 11 APS & 2 SWG Units (all numbers cumulative)	6/30/2024		
Completion of 17 APS & 3 SWG Units (all numbers cumulative)	9/30/2024		
Completion of 23 APS & 5 SWG Units (all numbers cumulative)	12/31/2024		
Project Complete-Contract Close Out	1/31/2025		
Please provide a brief description of activities performed this three month period.			
changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer	questions at narrativ	ve section A. throug	h H.
	WG units 100% comp		
B. # of APS units under construction?	ruction?		
C. # of APS units out to bid?	VG units out to bid?		
D. # of APS units on wait list or in call queue H. # of S	NG units on wait list	or in call queue	
Recipient Authorized Signature Date Title			



APS & SWG WEATHERIZATION

Attachment C

Budget											
Recipient Gila County Contract No./File No. 216-24 Contract Period: from 1/1/2024 to 12/31/2024 Revision No.											
Contract No./File No. 216-24	Contract No./File No. 216-24 Contract Period: from 1/1/2024 to 12/31/2024										
Activity Weatherization Assistance Program											
Recipient Address Office of	City	Globe									
Contact Person Estelle F	Belarde				Zip Code	85501					
Phone 928-402-			ebelarde@gilac		Fax 928-402-8652						
Program Specialist Gloria C	Castro	Email	gloria.castro@a	zhousing.gov	County	Gila					
a	С	d	e	f	g	h					
Budget Line Item or	APS	SWG	Source	Source	Source	GRANT TOTAL					
Activity No.	FY2024	FY2024	Program Year	Program Year	Program Year	ALL SOURCES					
APS Administration	\$41,333.00										
APS Program Ops	\$181,867.00										
APS Health & Safety	\$4,133.00										
APS Repair/Replace	\$20,667.00										
SWG Administration		\$ 1,681.00									
SWG Program Operations		\$ 12,665.00									
SWG Health and Safety		\$ 4,144.00									
Total	\$248,000.00	\$18,490.00	\$0.00			\$266,490.00					

REV. 5-2016



APS & SWG WEATHERIZATION Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2														
Recipient Gila County											Date			
Contract No 216-24 Contract Period: from 1/1/2024 to 12/31/2024								Pay Req. No/Mo						
Activity Weatherization Assistance Program										Direct Wire Dep		Yes	No	
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200											City	Glo	be	
Contact Person Estelle Belarde											ZIP	8550	01	
Phone 928-402-8685 Email ebelarde@gilacountyaz.gov Fax 928-402-8652														
Program Specialist Gloria Castro Email gloria.castro@azhousing.gov County Gila														
Itemized Payment States						m. Include copi	es of i	nvoices, ca	she	d checks, and	other backup			
documentation. SIGNA	TURES are	e req	uired for pro	ces	sing.									
a	b		С		d	d		e		f	g		h	
Budget Line Item or	ASAP		APS		SWG	Source	Tota	al Amount]	Balance in	Amount of this		New	
Activity No.	No.		FY2024		FY2024	Program Year	Re	q. to Date		Account	Request		Balanc	e
1. APS Administration	N/A	\$	41,333.00				\$	-	\$	41,333.00		\$	41,3	333.00
2. APS Program Ops	N/A	\$	181,867.00				\$	-	\$	181,867.00		\$	181,8	867.00
3. APS Health & Safety	N/A	\$	4,133.00				\$	-	\$	4,133.00		\$	4,1	133.00
4. APS Repair/Replace	N/A	\$	20,667.00				\$	-	\$	20,667.00		\$	20,6	667.00
5. APS Total Draw							\$	-	\$	248,000.00	0.00	\$	248,0	00.00
	N/A													
	N/A													
	N/A													
	N/A													
6. SWG Admin.	N/A			\$	1,681.00		\$	-	\$	1,681.00		\$	1,6	681.00
7. SWG Program Ops.	N/A			\$	12,665.00		\$	-	\$	12,665.00		\$	12,6	665.00
8. SWG Health/Safety	N/A			\$	4,144.00		\$	-	\$	4,144.00		\$		144.00
9. SWG Total Draw	N/A						\$	-	\$	18,490.00	0.00	\$	18,4	490.00
Total		\$	248,000.00	\$	18,490.00	\$ -	\$	-	\$	266,490.00	\$ -	\$	266,4	490.00
	-													
	Recipient Authorized Signature Date					Title								
Recipient Authorized Si													n carried	
out in accordance with t	he contrac	t. A	ttach wiring	info	ormation if no	ot previously sub	mitte	d. Attach a	lteri	nate mailing	address if necess	ary.		
Performance Reports	3	Cur	rrent 🗌			Not Current								
							For A	ADOH Use						
								Only						
ADOH Program Specialist Approval Date						ADO	OH Prgrm Admi	nistrator Approval	Dat	e				

REV. 1-2014

ATTACHMENT E SPECIAL CONDITIONS

SWG Approved Measure List

Southwest Gas Measure 1	Requires	Requires	Specific Requirements 2
	Natural Gas	Natural Gas	
	Space Heating	Water Heating	
	Source	Source	
Duct Replacement	X		Must be cost effective or have SIR greater than 1.0
Duct Sealing	X		Pressure relief to be included in Duct Sealing cost. Must be cost
			effective or have SIR greater than 1.0
Envelope Sealing	X		Must be cost effective or have SIR greater than 1.0
HSD Cooler Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD CO & Smoke Detector			Health & Safety Budget capped at 25% of agency's overall budget
HSD Door			Health & Safety Budget capped at 25% of agency's overall budget
HSD General Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD Installed Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Repair Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Replace Registers			Health & Safety Budget capped at 25% of agency's overall budget
HSD Spot Ventilation			Health & Safety Budget capped at 25% of agency's overall budget
HSD Natural Gas Water Heater			Health & Safety Budget capped at 25% of agency's overall budget
HSD Upper/Lower Combustion Air			Health & Safety Budget capped at 25% of agency's overall budget
HSD HVAC Service	X		Health & Safety Budget capped at 25% of agency's overall budget
HVAC Replacement	X		Must be cost effective or have SIR greater than 1.0
HVAC Replacement – Gas Pack	X		Must be cost effective or have SIR greater than 1.0 Gas Pac may only
			replace an existing Gas Pac
Installed Insulation	X		Must be cost effective or have SIR greater than 1.0
Low Cost / No Cost			Capped at \$250
Low Flow Showerhead		X	
Faucet Aerator		X	

Weather Stripping	X		
Water Heater Insulation		Χ	
Furnace Filters	X		
Door Sweep	X		
Pipe Insulation		Χ	
Set-back Thermostat	X		
Low-e Storm Windows	X		
Misalignment Repair (batt insulation)	X		
Replace Glass	X		Must be justified with infiltration reduction or will fall under H&S
Repair Replacement of leaking hot water		X	Must be cost effective or have SIR greater than 1.0
control valves			
Relocation of Thermostat	X		Must be cost effective or have SIR greater than 1.0
Replacement of evaporative cooler roof	X		Must be cost effective or have SIR greater than 1.0
jacks with damper system			

- 1 All Recipients of measures funded by Southwest Gas must be Southwest Gas customers.
- All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List (if applicable) for Single Family Homes and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow the State WAP Plan and Weatherization Assistance Program requirements. Buy downs for measures that do not return and SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to 1 must be allocated to the Health and Safety Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Safety. As continuous guidance is given from DOE and funding source, these requirements can change at the direction of the Arizona Department of Housing.

ARF-8584

Regular Agenda Item 2. L.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Woody Cline, Board of Supervisors-District 3

Submitted By: Cathy Melvin, Executive Assistant

<u>Department:</u> Board of Supervisors-District 3

<u>Fiscal Year:</u> 2023 - 2024 <u>Budgeted?:</u> Yes

Contract Dates 1/1/2024 to 1/1/2025 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Economic Development Agreement No. 02022024 with Hayden-Winkelman Little League District #11.

Background Information

Every year funds are budgeted to support economic development activities. Hayden-Winkelman Little League has applied to Gila County for an economic development grant in the amount of \$500 to support the Hayden-Winkelman Little League program. The program supports local area youth in both baseball and softball programs.

Under ARS 11-254, contributions may be made to any governmental agency or non-profit corporation that enjoys and maintains federal tax-exempt status as long as all monies are utilized for the purpose determined to be public by the Board in exchange for the contribution. The Hayden-Winkelman Little League is a non-profit organization, operated and maintained within the boundaries of Gila County.

Evaluation

Funds are available. After reviewing the application and agreement and asking any necessary questions, the Board shall determine if the request is for the benefit of the public.

The organization agrees to provide recognition of Gila County on banners located at the baseball field.

Conclusion

Funds are available and after evaluation, the Board may approve Economic Development Agreement No. 02022024 that the Board has determined to be for the benefit of the public by entering into an agreement with the Hayden-Winkelman Little League District #11 a non-profit organization. All grant monies awarded to the non-profit shall be used for the purpose determined to be public by the Board.

Recommendation

After evaluation, the Board may approve Economic Development Agreement No. 02022024, which the Board has determined to be for the benefit of the public by entering into an agreement with Hayden-Winkelman Little League District #11, a non-profit organization.

Suggested Motion

Information/Discussion/Action to approve Economic Development Agreement No. 02022024 between Gila County and the Hayden-Winkelman Little League District #11 in the amount of \$500, which the Board has determined to be for the benefit of the public.

(Woody Cline)

Attachments

Economic Development Agreement No. 02022024
Hayden Winkelman Little League Request

ECONOMIC DEVELOPMENT AGREEMENT NO. 02012024 BETWEEN GILA COUNTY AND

HAYDEN WINKELMAN LITTLE LEAGUE DISTRICT #11

This Economic Development Agreement (the "Agreement") is made and entered into effective this _____day of ______, 2024, by and between Gila County, AZ (herein referred to as the "County") and the Hayden-Winkelman Little League District #11 (herein referred to as "the Organization"). (Gila County and the Organization shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Gila County Board of Supervisors (the "Board") desires to provide funding to the Organization pursuant to A.R.S. § 11-254 for the purpose of economic development activity, which the Board has determined that the funding is for the benefit of the public; and,

WHEREAS, the Board has determined that the funding request is for the benefit of the public in combination with A.R.S. § 11-254; and

WHEREAS, the Organization is operated and maintained within the boundaries of the County; and,

WHEREAS, the Organization is a tax exempt 501(c)(3) nonprofit organization that enjoys and maintains federal tax-exempt status; and,

WHEREAS, the Organization has requested funding to support the Hayden-Winkelman Little League District #11 program and to provide recreational and sports activities to our young people in the Hayden-Winkelman area of Gila County.

WHEREAS, the Organization will promote and advertise the County through the Organization's physical locations and printed materials.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result therefrom, the Parties agree as follows:

AGREEMENTS

- 1. Economic Development Grant: Subject to the terms and conditions of this Agreement, the County will provide the sum of \$ 500.00, in the form of an Economic Development Grant (the "Grant") to the Hayden-Winkelman Little League District #11.
 - **2. Consideration:** In exchange for the Grant, the Organization will acknowledge the County at their events and in educational materials.
- 3, Term: This agreement will commence when the grant funds are disbursed and will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to support the above-stated purpose. If documentation is not

provided to the County or if the documentation does not demonstrate that all funds were used to support the above-stated-purpose, the County will not accept future Grant applications from the Hayden-Winkelman Little League District #11, and will be entitled to reimbursement for any funds not expended on the approved above-stated-purpose. Any unused portion of the grant shall be returned to the County.

Documentation shall be sent to Gila County Finance, 1400 E Ash Street, Globe, Arizona.

- Indemnification: The Organization shall indemnify, defend, save and hold harmless the 4. County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused by the negligent or willful acts or omissions of Brownsville Western Heritage, Inc. or any of its, officers, directors, agents, employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Hayden-Winkelman Little League District #11 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 the Organization from and against any and all Claims. It is agreed that the Organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the Grant of this Agreement, the Organization agrees to waive all rights of subrogation against the Indemnitee, its officers, officials, agents and employees for losses arising from the work performed by this Agreement.
- **5. Termination:** Either Party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other Party.
- 6. Cancellation for Conflict of Interest: This Agreement may be canceled by either Party for conflict of interest pursuant to the provisions of A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.
- 7. **Compliance with Laws:** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement.
- 8. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, the Organization hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The Organization further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Hayden-Winkelman Little League District #11 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. The County retains the legal right to inspect the papers of and the Organization its subcontractors engaged in performance of this Agreement to ensure that the Organization 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, shall apply but do not require an amendment.

- 9. **Governing Law**: Both parties agree that this Agreement 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.
- **10. Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate enough monies for the purpose.
- 11. Dispute Resolution: The Parties shall first attempt to settle any dispute, controversy or claim arising out of or in connection with this Agreement by arbitration in Gila County, Arizona, pursuant to the Commercial Arbitration Rules then in effect and authored by the American Arbitration Association, or as otherwise agreed by the Parties. The disclosure rules of the Arizona Rules of Civil Procedure shall apply. If the Parties are unable to reach a resolution, then the terms provided hereafter shall apply.
- **12. Jurisdiction**: If any applicable arbitration fails, the Parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein.
- 13. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.
- 14. Immigration Law Compliance Warranty: As required by A.R.S. §41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance

with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. §23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement. 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.

- 16. Non-Appropriation: Notwithstanding any other provision in this Agreement this Agreement may be terminated if, for any reason, the County does not appropriate enough monies for the purpose of funding this Agreement.
- 17. Workers Compensation Coverage: The parties agree that pursuant to A.R.S. § 23-1022(D) employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this intergovernmental agreement are deemed to be employees of both parties for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this intergovernmental agreement shall be solely liable for the payment of worker's compensation benefits. Further, pursuant to A.R.S. § 23-1022 (E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."
- **18**. **Certification of No Forced Labor:** The Organization does not currently, and agrees for the duration of this Agreement that the Organization will not use:
 - 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does

not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

19. Audit of Non-Profit Corporations Receiving County Monies: This agreement is subject to the A.R.S. §11-624. Each nonprofit corporation receiving less than fifty thousand dollars in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.

IN WITNESS THEREOF, the Parties to this Agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

Hayden-Winkelman Little Lea	
Maria Anna Lopez	
Hayden-Winkelman Little League	

Gila County Attorney's Office



Hayden-Winkelman Little League District #11

Tax ID: 90-0948255 PO Box 643 Winkelman, Arizona 85192

January 8, 2024

To whom it may concern,

As the new year begins, the Hayden-Winkelman Little League board members begin the planning and organizing for one of our greatest traditions, Little League baseball & softball. With the 2024 season a few months away, we come to you for support to provide a great season for our youth.

Hayden-Winkelman Little League is dedicated to building character, courage, and loyalty to the youth of our tri-communities. The life teaching skills they acquire through Little League participation and from the coaches, parents, volunteers, and board members are a key to their success as grow through our league.

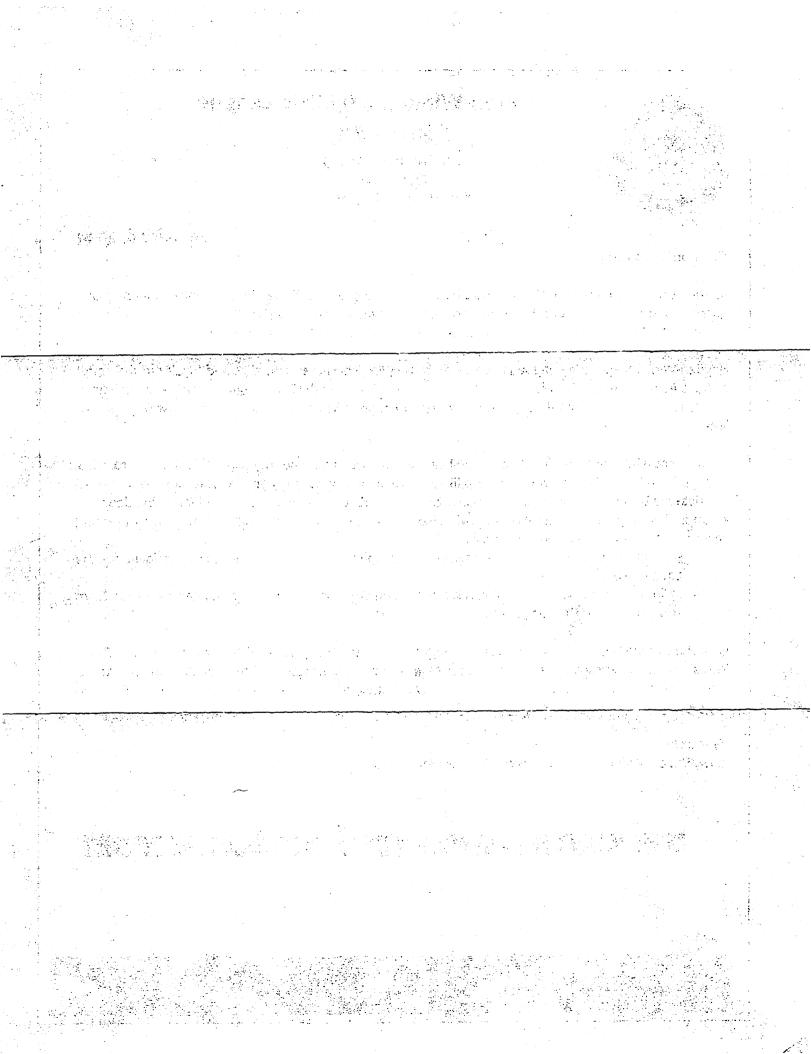
To be successful, Hayden-Winkelman Little League requires a tremendous amount of support from our local communities. We, as a board, would like to give our kids what they deserve, and we know they do not deserve to be limited in their season due to financial restraints. With your tax-deductable donation as an individual or local business, you will also receive recognition throughout our 2024 operating season. Options for donations are as listed:

- > \$250-\$349 donation will receive their name/Company Name on a banner to be displayed for the 2024 season.
- > \$350 or greater donation will receive their name/company name on a banner as well as team sponsorship for the 2024 season.

On behalf of the Hayden-Winkelman Little League Board Members, we would like to extend our "Thank You's" for considering a donation to Hayden-Winkelman Little League for the 2024 season. Donations are kindly asked to be submitted by March 1, 2024. Should you have any questions, please feel free to contact (520)237-1289 or mariaanna1869@gmail.com.

-Sincerely
2024 Hayden-Winkelman Little League Board Members

OUR YOUTH THANKS YOU FOR YOUR SUPPORT



ARF-8602

Regular Agenda Item 2. M.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Woody Cline, Board of Supervisors-District 3

Submitted By: Cathy Melvin, Executive Assistant

<u>Department:</u> Board of Supervisors-District 3

<u>Fiscal Year:</u> 2023 - 2024 <u>Budgeted?:</u> Yes

Contract Dates 1/1/2024 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Approval of Intergovernmental Agreement No. 02032024, an economic development grant, with Hayden-Winkelman Unified School District (USD) #41

Background Information

Every year funds are budgeted to support economic development activities. Hayden-Winkelman USD #41 has applied to Gila County for an economic development grant in the amount of \$1,500 to support the Hayden-Winkelman USD #41 Scholarship Fund. The Scholarship Fund will provide a graduating senior with a \$1,500 scholarship. Under ARS 11-254, contributions may be made to any governmental agency or non-profit corporation that enjoys and maintains federal tax-exempt status as long as all monies are utilized for the purpose determined to be public by the Board in exchange for the contribution. The Hayden-Winkelman USD #41 is a governmental agency operated within the boundaries of Gila County.

Evaluation

Funds are available. After reviewing the application and agreement and asking any necessary questions, the Board shall determine if the request is for the benefit of the public. The organization agrees to provide recognition of Gila County during the scholarship presentation and on printed information provided to the public.

Conclusion

Funds are available, and after evaluation, the Board may approve the Intergovernmental Agreement No. 02032024, an economic development grant, that the Board has determined to be for the benefit of the public by entering into an agreement with the Hayden-Winkelman USD #41, a governmental agency. All grant monies awarded to the school district shall be used for the purpose determined to be public by the Board.

Recommendation

After evaluation, the Board may approve Intergovernmental Agreement No. 02032024, an economic development grant, which the Board has determined to be for the benefit of the public by entering into an agreement with Hayden-Winkelman USD #41, a governmental agency.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 02032024, an economic development grant, between Gila County and the Hayden-Winkelman Unified School District #41 in the amount of \$1,500, which the Board has determined to be for the benefit of the public. (Woody Cline)

<u>Attachments</u>

Economic Development Agreement No. 02032024 Hayden Winkelman USD Request

INTERGOVERNMENTAL AGREEMENT NO. 02032024 BETWEEN GILA COUNTY AND

HAYDEN WINKELMAN UNIFIED SCHOOL DISTRICT No. 41

This Agreement is made and entered into effective this day of ______, 2024 by and between Gila County, hereinafter referred to as "County" and the Hayden-Winkelman USD NO. 41.

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the Hayden Winkelman Unified School District No. 41 in order to further the economic development potentials of Gila County, by providing funding to the District's scholarship fund in the amount of \$1,500 to award to a 2024 graduating high school senior.

WHEREAS, the Hayden-Winkelman USD has requested funding to provide a \$1,500 scholarship to a graduating 2024 senior.

WHEREAS, the County has determined that the purpose of this funding request is for the benefit of the public, in compliance with A.R.S. § 11-254.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide a \$1,500 contribution to the Hayden-Winkelman Unified School District No. 41, to further the economic development of the County and for the public.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

The Gila County Board of Supervisors will contribute \$1,500 in the form of an Economic Development Grant, to the Hayden-Winkelman Unified School District No. 41.

GENERAL TERMS

1. Indemnification: Hayden-Winkelman Unified School District No. 41 shall indemnify, defend, save and hold harmless the County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to

Hayden-Winkelman USD #41 IGA

- 2. Termination: Prior to the distribution of the funds described herein from the County to the Hayden-Winkelman Unified School District No. 41 either party may rescind this Agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be co-mingled that will need to be disposed of after termination of the agreement.
- 3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict-of-interest statute.
- 4. Compliance with all laws: The parties shall comply with all applicable laws, rules, regulations, standards, and executive orders, whether federal, state or local. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
- 5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
- 6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the Hayden-Winkelman Unified District No. 41 does not appropriate sufficient monies for the purpose of maintaining this Agreement.
- Immigration Law Compliance Warranty: As required by A.R.S. §41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. §23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
- 8. As required by A.R.S. §23-214(B), before receiving the economic development incentive, Hayden-Winkelman Unified School District No. 41 shall provide proof to the County that it is registered with and is participating in the E-Verify program.
- 9. Finances and Budgetary Matters: Pursuant to A.R. S. §11-952(B)(3), the establishment and maintenance of a budget for the Intergovernmental Agreement, and the financing for it, shall be approved annually by the County and the Hayden-Winkelman Unified School District No. 41 through

their respective boards; financing may include commitment of general funds, grant funds, or other available financing.

- 10. Waiver of Conflict: The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that he or she will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and the representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney's representation of other parties to this Agreement.
- 11. Workers Compensation Coverage: The parties agree that pursuant to A.R.S. § 23-1022(D) employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this intergovernmental agreement are deemed to be employees of both parties for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this intergovernmental agreement shall be solely liable for the payment of worker's compensation benefits. Further, pursuant to A.R.S. § 23-1022 (E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

ment have caused their names to be affixed hereto by e.
Pamela M. Gonzalez
Asst. Superintendent of Schools Hayden-Winkelman USD #41



HAYDEN-WINKLEMAN UNIFIED SCHOOL DISTRICT NO. 41



Pamela M. Gonzalez, Assistant Superintendent of Schools

Dear Scholarship Committee:

Graduation for Hayden High School's Class of 2024 is quickly approaching. In the past you have always been a huge supporter of our students and community. We kindly ask if you would be able to sponsor another scholarship to graduating seniors. Local scholarship opportunities are limited in our area, and we appreciate your consideration in this matter.

If you provided a scholarship last year, we would automatically provide students with the same application. If you want to change the application or are unable to sponsor a scholarship, please reach out to notify us. If you are a new sponsor and would like assistance in the process, please reach out and we will be happy to assist you.

This year we are kindly asking if you can submit your scholarship money to the district by June 10, 2024. We would like to provide the secondary schools with the scholarship money awarded to students by July 1, 2024.

We also would like to cordially invite you to our 2024 Scholarship Banquet on May 14, 2024, at 5:30p.m. at the high school lobby. Dinner will be provided between 5:30-6:00 and the presentation of scholarships will immediately follow. Please RSVP to this event with the official scholarship name, the presenting guest name, and the number of people that will be attending. If you have any questions or concerns, please do not hesitate to contact myself, Mrs. Jacque Pool, or Mrs. Mitzi Ochoa at 520-356-7876 ext. 2202.

Sincerely,

Famela M. Gonzalez

Hayden High School Principal & Academic Counselor

gonzalezp@hwusd.org

520-356-7876 extension 2202

480-798-4158



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ARF-8603

Regular Agenda Item 2. N.

Regular BOS Meeting

Meeting Date: 03/05/2024

Submitted For: Woody Cline, Board of Supervisors-District 3

Submitted By: Cathy Melvin, Executive Assistant

<u>Department:</u> Board of Supervisors-District 3

<u>Fiscal Year:</u> 2023 - 2024 <u>Budgeted?:</u> Yes

Contract Dates 3/5/24 to 3/5/25 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Approval of Intergovernmental Agreement No. 02012024 with the Town of Winkelman in the amount of \$11,000.

Background Information

Every year funds are budgeted to support economic development activities. The Town of Hayden has applied to Gila County for an economic development grant in the amount of \$11,000 to support the Town of Winkelman with the purchase of a wood chipper. The wood chipper will assist the Town with the removal of trees and assist with the clearing of areas within Town owned properties as well as assist with fire wising various areas of the community. Under ARS 11-254, contributions may be made to any governmental agency or non-profit corporation that enjoys and maintains federal tax-exempt status as long as all monies are utilized for the purpose determined to be public by the Board in exchange for the contribution. The Town of Winkelman is a government agency within the boundaries of Gila County.

Evaluation

Funds are available. After reviewing the application/agreement, and asking any necessary questions, the Board shall determine if the request is for the benefit of the public. The organization agrees to provide recognition of Gila County in any publications and on the Town's website.

Conclusion

Funds are available, and after evaluation, the Board may approve the Intergovernmental Agreement No. 020012024, an economic development grant, that the Board has determined to be for the benefit of the public by entering into an agreement with the Town of Winkelman, a governmental agency. All grant monies awarded to the Town shall be used for the purpose determined to be public by the Board.

Recommendation

After evaluation, the Board may approve Intergovernmental Agreement No. 020012024, an economic development grant, which the Board has determined to be for the benefit of the public by entering into an agreement with the Town of Winkelman, a governmental agency.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 020012024, an economic development grant, between Gila County and the Town of Winkelman in the amount of \$11,000, which the Board has determined to be for the benefit of the public. (Woody Cline)

Attachments

Intergovernmental Agreement No. 02012024

Town of Winkelman Request

Mech Max Quote

A to Z Quote

INTERGOVERNMENTAL AGREEMENT NO. 020012024 BETWEEN GILA COUNTY AND TOWN OF WINKELMAN

This Agreement is made and entered into effective this day of ______, 2024 by and between Gila County, hereinafter referred to as "County" and the Town of Winkelman.

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the Town of Winkelman in order to further the economic development potentials of Gila County, by providing funding to the Town of Winkelman for the purchase of a wood chipper

WHEREAS, the Town of Winkelman has requested funding to purchase a wood chipper to assist the Town with clean-up of town owned properties as well as abandoned properties and also to help with fire wising areas within the Town.

WHEREAS, the County has determined that the purpose of this funding request is for the benefit of the public, in compliance with A.R.S. § 11-254.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide a \$11,000 contribution to the Town of Winkelman to further the economic development of the County and for the public.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

The Gila County Board of Supervisors will contribute \$11,000 in the form of an Economic Development Grant, to the Town of Winkelman.

GENERAL TERMS

1. Indemnification: the Town of Winkelman shall indemnify, defend, save and hold harmless the County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to

- 2. Termination: Prior to the distribution of the funds described herein from the County to the Town of Winkelman either party may rescind this Agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be co-mingled that will need to be disposed of after termination of the agreement.
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- 5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
- 6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the Town of Winkelman does not appropriate sufficient monies for the purpose of maintaining this Agreement.
- 7. Immigration Law Compliance Warranty: As required by A.R.S. §41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. §23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
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IN WITNESS THEREOF, the parties to this agreer their proper offices on the date indicated above	nent have caused their names to be affixed hereto by
then proper offices on the date indicated above	•
Stephen Christensen	Louis Bracamonte
Chairman Board of Supervisors	Mayor Town of Winkelman
ATTEST	
James Menlove, Clerk of the Board	
APPROVED AS TO FORM	
Gila County Attorney's Office	

Melvin, Cathy

From:

Melvin, Cathy

Sent:

Tuesday, August 22, 2023 4:29 PM

To:

'Gloria Ruiz'

Subject:

RE: Wood Chipper - Winkelman

Hi Gloria, Let me check on this for you and I will get back to you.

From: Gloria Ruiz <gruiz@townofwinkelman.com>

Sent: Tuesday, August 22, 2023 3:21 PM

To: Melvin, Cathy <cmelvin@gilacountyaz.gov>

Subject: Wood Chipper - Winkelman

CAUNOX: Please VEXITY the coinel emeil colores matches sender name to avoid phishing attempts. Since this emeil originated from oviside of Gib County, please be eareful when deciding to Gick links or open a tirediments.

Hi, Cathy!

I hope you are doing well.

Mayor Bracamonte has asked me to reach out to you regarding a wood chipper.

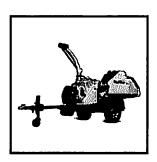
At our Winkelman Flats Public Park, we have dead trees and extra wood and limbs that people dump in a huge pile at the north end of our Park. If we had a wood chipper, our Public Works Staff could cut up the extra wood and use the remains for mulch.

Do you have anything we can borrow, have or purchase?

Thank you for your time!

--Gloria Ruiz gruiz@townofwinkelman.com 520-356-7854

MechMaxx









25hp 740cc Twin Cylinder Gas Engine with 6" Hydraulic Feeding Commercial-Grade Wood Chipper-Model DCH6 PRE-ORDER

SKU: 110700 In stock

Free Shipping in USA

Sale price 10,999.00

EST.2-3 WEEKS DELIVERY

Pre Order Payment:

- Stable working, long time continuous chipping, suitable for commercial use.
- Powerful gasoline engine,air-cooled 4-stroke,the wood chipper will easily handle brushy material.
- Dual hydraulic motor feeding system.
- The durable cutting blade stays sharp for a long time, but can also be flipped over when you need to replace it.

Product Overview
Product Specifications
Product Details
Shipping Information
Reviews & Questions

Product Overview

Maintain your home, land, or commercial property with this convenient, economical solution for twigs and other yard waste. Stable working, long time continuous chipping, suitable for commercial use. Whether entering a dump trailer or directly into a garden bed, place leaves, twigs, garden cuttings and twigs into the wide hopper to create decorative wood chips for lining pathways, garden beds or filling wetlands and finely chop Mulch to enrich the soil or speed up composting.

Product Specifications
EngineRato

Engine TypeSingle cylinder,4 stroke, air-cooled,OHV

Engine Displacement740cc

Horsepower25hp

StartElectric Start

Cutting methodDisc

Chipping Dia.6 in

Knives Nos. A8 Degree Material, 2 x Rotating Blades + 1 x Anvil

Drive train2pcs Kevlar Belt Drive

ClutchCentrifugal clutch

Feeding chuteFoldable Feeding Chute

Discharge chute 360 Degrees Rotary Chute, Adjustable Deflector

Emergency stopStop bar + button

Towing2 in Coupler Hitch and Jockey Wheel

Wheel5.3-12 Tubeless tyre

Weight (N.W./G.W.)1389/1544 lbs

Package MethodIron Frame with Stretch film

Packing Size87*47*52 in



North Valley 15634 N. 32nd Street Phoenix, AZ 602-992-1150

West Valley 803 E. Van Buren Street Avondale, AZ 623-925-0200

Central Phoenix 4050 E. Indian School Road Phoenix, AZ 602-955-5100

East Valley 1313 E. Baseline Road Gilbert, AZ 480-539-8700

Status: Quote Quote #: q658904-5

Quote To: Mon 11/20/2023 9:00AM

Operator: Andrew Howell

GILA COUNTY/GLOBE AZ

1400 E. ASH ST **GLOBE, AZ 85501** Phone 928-402-8534

Customer #: 67442

Job Descr: BARRETO 7" CHIPPER

Ordered By: HOMER VELA

Sales Rep: Andrew Howell 480-695-0672 ahowell@atozequipment.com

Requested By: Homer Vela hvela@gilacountyaz.gov (928) 240-0219

State of Arizona - Contract CTR62309

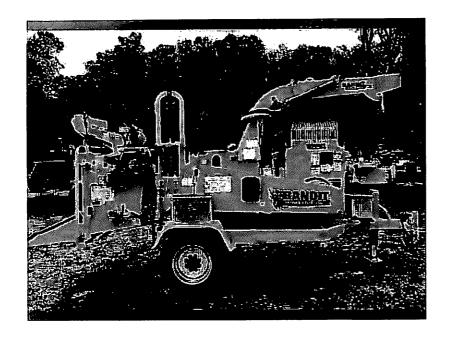
Estimated Lead Time: 1 - 2 Weeks

Qty	Part#	Items	Each	Disc%	Each	Price
1		BARRETO 3107C 7" DISC	\$23,163.00	6%	\$21,773.22	\$21,773.22
		CHIPPER		ľ		
	- Briggs & Stra	tton Vanguard V-Twin 31hp		- 1		
	- Rugged, heav	y-duty design				
	- Electric start s	tandard for operational ease		1		
	- Quick access	ports for easy servicing and repair				
	DETAILS:					
	Height: 88"					
	Operating Leng	th: 146"				
	Travel Length:	120"				
	Width: 70"					
	Weight: 1,890 II	b .		ŀ		
	Doly Coupler: 2	* Diameter Ball				
	CHIPPER SPE	CS:				
	Feed Roller Din	nension: 8.2"				
	Rows of Teeth:	8		l		
	infeed Table W	idth: 41"				
	Infeed Table He	eight: 25"		ı		
	Infeed throat ca	pacity: 7" x 8"		Ī		
1		INBOUND FREIGHT	\$700.00		\$700.00	\$700.00
1		FREE Sales/Svc Delivery	\$0.00		\$0.00	\$0.00

THIS QUOTE IS VALID THROUGH THE "QUOTE TO" DATE ABOVE. REMINDER - THIS IS A QUOTE - IT DOES NOT GUARANTEE AVAILABILITY. CONTACT US TO CONVERT YOUR QUOTE TO A RESERVATION TO HOLD **EQUIPMENT FOR YOU!**

4	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)		\$ 0.00
! 4	STANDARD	Pressure check kit - Gauge is NOT included	and a second companies of the second of the	\$ 0.00
' 1	STANDARD	Weather resistant manual container		\$ 0.00
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from opera place	iting without pin in	\$ 0.00
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts engine and clutch manual is included if applicable	s sections) also (1)	\$ 0.00
1	STANDARD	Spanish & English combination safety decals	- · · · ·	\$ 0.00
	and a Sandara and a single	PAINT		
Qty	Part#	Description	Unit Price	Total
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow	\$ 0.00	\$ 0.00
2		ENGINE		
Qty	Part#	Description	Unit Price	Total
1	990-RC1544-126	John Deere 4045HFC04, 125 horsepower engine with NACD spring loaded clutch - Tier 4 FINAL (Includes 2 year / 2,000 hour engine warranty)	\$ 30260.00	\$ 30260.00
È F		CONTROL SYSTEM AND ENGINE INSTALLA	ATION .	
Qty	Part#	Description	Unit Price	Total
1	911-6000-44	Murphy PV380 panel with reversing auto feed for John Deere 125 / 139 horsepower diesel engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted off of engine shroud in lockable composite cover	\$ 3190.00	\$ 3190.00
74.50		GLUIIG!		
Lacture 2003				
Qty	Part #	Description	Unit Price	Total
Qty 1	Part # 990-100962	Description Clutch is included with engine / motor	Unit Price \$ 0.00	Total \$ 0.00
<u> </u>	1			
1	1	Clutch is included with engine / motor		
	990-100962	Clutch is included with engine / motor DRIVE SYSTEM	\$ 0.00	\$ 0.00
1 Qty	990-100962 Part #	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower	\$ 0.00	\$ 0.00
1 Qty 1	990-100962 Part #	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower	\$ 0.00	\$ 0.00 Total
1 Qty	990-100962 Part # 990-101035 Part #	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED	\$ 0.00 Unit Price \$ 0.00	\$ 0.00 Total \$ 0.00
1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive)	\$ 0.00 Unit Price \$ 0.00	\$ 0.00 Total \$ 0.00
Qty 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00
Qty 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive Clear Infeed Curtain - 64" Infeed	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00
Qty 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08 OPTION-911-5000-	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive Clear Infeed Curtain - 64" Infeed FEED SYSTEM	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00 \$ 260.00
Qty 1 Qty 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08 OPTION-911-5000- Part # OPTION-911-1003-	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive Clear Infeed Curtain - 64" Infeed FEED SYSTEM Description Super sized spring loaded slide box type feed system with (2)	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00 \$ 260.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00 \$ 260.00
Qty 1 Qty 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08 OPTION-911-5000- Part # OPTION-911-1003-	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive Clear Infeed Curtain - 64" Infeed FEED SYSTEM Description Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00 \$ 260.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00 \$ 260.00
1 Qty 1 1 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08 OPTION-911-1003- 76 Part #	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive Clear Infeed Curtain - 64" Infeed FEED SYSTEM Description Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00 \$ 260.00 Unit Price \$ 2525.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00 \$ 260.00 Total \$ 2525.00
Qty 1 Qty 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08 OPTION-911-1003- 76 Part #	Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive Clear Infeed Curtain - 64" Infeed FEED SYSTEM Description Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide AXLE Description Single 12,000 pound leaf spring axle with electric brakes	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00 \$ 260.00 Unit Price \$ 2525.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00 \$ 260.00 Total \$ 2525.00
1 Qty 1 1 Qty 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08 OPTION-911-1003- 76 Part # OPTION-911-1003-	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive Clear Infeed Curtain - 64" Infeed FEED SYSTEM Description Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide AXLE Description Single 12,000 pound leaf spring axle with electric brakes TIRES/RIMS	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00 \$ 260.00 Unit Price \$ 2525.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00 \$ 260.00 Total \$ 2525.00
Qty 1 1 Qty 1 Qty 1	990-100962 Part # 990-101035 Part # OPTION-911-5001- 08 OPTION-911-1003- 76 Part #	Clutch is included with engine / motor DRIVE SYSTEM Description Standard drive system for engine horsepower options up to 145 horsepower INFEED Description Optional hydraulic bump bar for 64" wide FOLDING infeed tray with one override mounted on infeed (Radiator or Drive) Specified: Drive Clear Infeed Curtain - 64" Infeed FEED SYSTEM Description Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide AXLE Description Single 12,000 pound leaf spring axle with electric brakes TIRES/RIMS Description	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00 \$ 260.00 Unit Price \$ 2525.00 Unit Price \$ 675.00	\$ 0.00 Total \$ 0.00 Total \$ 1650.00 \$ 260.00 Total \$ 2525.00 Total \$ 675.00
Qty 1 Qty 1 Qty 1 Qty 1 Qty 1	Part # 990-100962 Part # 990-101035 Part # OPTION-911-5000- Part # OPTION-911-1003- 76 Part # OPTION-911-5000- Part # OPTION-911-5000-	Clutch is included with engine / motor DRIVE SYSTEM	\$ 0.00 Unit Price \$ 0.00 Unit Price \$ 1650.00 \$ 260.00 Unit Price \$ 2525.00 Unit Price	\$ 0.00 Total \$ 0.00 Total \$ 1650.00 \$ 260.00 Total \$ 2525.00 Total \$ 675.00

ř	OPTION-980-1002-	12" HD bolt on steel fenders - single axle units only	\$ 90.00	\$ 90.00
		HITCH		
Qty	Part#	Description	Unit Price	Total
1	OPTION-980-5000-	3" Buyer's Product Pintle Hitch	\$ 75.00	\$ 75.00
		ADD-ON OPTIONS		
		Chocks & Chock Holders		
Qty	Part #	Description	Unit Price	Total
1_	OPTION-980-1000	Aluminum Bolt On Chock Holders (Does not include chocks)	\$ <u>130.00</u>	\$ 130.00
1	8 ₱TION-980-5001-	Rubber Wheel Chocks (2)	\$ 90.00	\$ 90.00
	Second Service Service (Second Service)	Corte Holder	in the second of	
Qty	Part#	Description	Unit Price	Total
1	OPTION-905-5000-	Hoop style cone holder (weld on)	\$ 175.00	\$ 175.00
		Fuel And Hydraulic franks		
Qty	Part #	Description	Unit Price	Total
1	OPTION-915-5000-	Gate Valve for Hydraulic Tank	\$ 130.00	\$ 130.00
1	€ PTION-980-1000	Gate Valve for Fuel Tank	\$ 95.00	\$ 95.00
		Wiring		
Qty	Part #	Description	Unit Price	Total
1	OPTION-912-1001-	Option 7 to 7 Round Coiled Plug w/7 Female & Boot	\$ 125.00	\$ 125.00
		CUSTOMER TOTALS		
, , , , , , , , , , , , , , , , , , ,		Total Uni	t Price:	\$ 79075.00
		Customer Dis	scount: 12.0000 %	- \$ 9489.00
		Customer Net Unit		\$ 69586.00
			es Tax: 7.8000 %	\$ 5427.71
		Freight/Sh		\$ 2500.00
		Custome	r Total:	\$ 77513.71
- 1		SIGNATURE		405
		nd address appears above, agrees to purchase from the Seller, whos ices stated and upon the terms and conditions of this agreement.	e name and address appea	ars above, the
Signa	ature	Date		



18xp

ARF-8600

Consent Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 03/05/2024

Reporting Recorder's Office Monthly Report for January 2024

Period:

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for January 2024

Suggested Motion

Acknowledgment of the January 2024 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's January 2024 Monthly Report



Gila County Recorder

REPORT FOR THE MONTH OF JANUARY 2024

I, SADIE JO BINGHAM, Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

GILA COUNTY TREASURER RECEIVED

DATE 2/5/2024 141991 FEB 16 % CONTRACT# **GRANT# DEPOSIT TO FUND** General FUND# REMITTING AGENCY Recorder (120) BILLING PERIOD January 1-31, 2024 Direct Deposit / Check Account Code Revenue Description Amount 1005.120.3400.99 direct deposit Recording Fee 56,960.59 7145.120.3400.99 direct deposit **Recording Storage** 3,808.00 7147.120.3400.99 direct deposit Computer Svs 25,482.00 7146.120.3400.99 direct deposit Mining Fees (county) 4.00 7146.120.3400.99 direct deposit Mining Fees (state) 16.00 86,270.59 Preparer Signature: Title Recorder Approved Signature: SUMMARY OF DEPOSIT Currency Coins Checks Directs 86,270.59 86,270,59 Total TREASURER By_

DIRECT DEPOSIT

TREASURER

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,580.00	
Check	\$71,398.50	
Credit Card OTC	\$2,060.09	
Electronic Transfer	\$13,410.00	
Manual Credit Card	\$0.00	
TotalDeposit	\$88,448.59	

Included Tills

Bank Depos	it Deposited	Till	Expected	Actual Adj	usted	Bank Account
8926	Jan 2, 2024	12_Payson_Tue / 8556	\$606.00	\$606.00		Bank Account
8927	Jan 2, 2024	2_ReceiptStation1_Tue / 8557	\$8,139.00	\$8,139.00		Bank Account
8928	Jan 3, 2024	13_Payson_Wed / 8561	\$45.00	\$45.00		Bank Account
8929	Jan 3, 2024	3_ReceiptStation1_Wed / 8562	\$2,368.00	\$2,368.00		Bank Account
8930	Jan 4, 2024	14_Payson_Thu / 8563	\$1,573.00	\$1,573.00		Bank Account
8931	Jan 4, 2024	4_ReceiptStation1_Thu / 8564	\$229.00	\$229.00		Bank Account
8939	Jan 5, 2024	15_Payson_Fri / 8565	\$210.00	\$210.00		Bank Account
8940	Jan 5, 2024	5_ReceiptStation1_Fri / 8566	\$1,969.00	\$1,969.00		Bank Account
8943	Jan 8, 2024	11_Payson_Mon / 8569	\$1,355.00	\$1,355.00		Bank Account
8944	Jan 8, 2024	1_ReceiptStation1_Mon / 8568	\$944.25	\$944.25		Bank Account
8945	Jan 9, 2024	2_ReceiptStation1_Tue / 8570	\$56,909.50	\$56,909.50		Bank Account
8946	Jan 10, 2024	3_ReceiptStation1_Wed / 8571	\$1,086.00	\$1,086.00		Bank Account
8947	Jan 10, 2024	13_Payson_Wed / 8572	\$654.00	\$654.00		Bank Account
8948	Jan 11, 2024	14_Payson_Thu / 8574	\$135.00	\$135.00		Bank Account
8949	Jan 11, 2024	4_ReceiptStation1_Thu / 8573	\$1,385.00	\$1,385.00		Bank Account
8952	Jan 12, 2024	15_Payson_Fri / 8575	\$60.00	\$60.00		Bank Account
8953	Jan 12, 2024	5_ReceiptStation1_Fri / 8576	\$2,761.00	\$2,761.00		Bank Account
8954	Jan 16, 2024	12_Payson_Tue / 8577	\$1,988.00	\$1,988.00		Bank Account
8955	Jan 16, 2024	2_ReceiptStation1_Tue / 8578	\$501.00	\$501.00		Bank Account
8956	Jan 17, 2024	13_Payson_Wed / 8579	\$284.84	\$284.84		Bank Account
8958	Jan 18, 2024	14_Payson_Thu / 8581	\$334.00	\$334.00		Bank Account
8959	Jan 18, 2024	4_ReceiptStation1_Thu / 8582	\$1,305.00	\$1,305.00		Bank Account
8960	Jan 19, 2024	15_Payson_Fri / 8583	\$1,147.00	\$1,147.00		Bank Account
8961	Jan 19, 2024	5_ReceiptStation1_Fri / 8584	\$394.00	\$394.00		Bank Account
8962	Jan 22, 2024	11_Payson_Mon / 8585	\$245.00	\$245.00		Bank Account
8964	Jan 23, 2024	12_Payson_Tue / 8588	\$1,487.00	\$1,487.00		Bank Account
8965	Jan 23, 2024	2_ReceiptStation1_Tue / 8587	\$183.00	\$183.00		Bank Account
8966	Jan 24, 2024	13_Payson_Wed / 8589	\$127.00	\$127.00		Bank Account
8967	Jan 24, 2024	3_ReceiptStation1_Wed / 8590	\$1,383.00	\$1,383.00		Bank Account
8968	Jan 25, 2024	14_Payson_Thu / 8591	\$1,353.00	\$1,353.00		Bank Account
8969	Jan 25, 2024	4_ReceiptStation1_Thu / 8592	\$140.00	\$140.00		Bank Account
8970	Jan 22, 2024	1_ReceiptStation1_Mon / 8586	\$2,212.00	\$2,212.00		Bank Account
8971	Jan 26, 2024	5_ReceiptStation1_Fri / 8593	\$3,061.00	\$3,061.00		Bank Account
8972	Jan 29, 2024	11_Payson_Mon / 8595	\$405.00	\$405.00		Bank Account
8973	Jan 29, 2024	1_ReceiptStation1_Mon / 8594	\$1,275.00	\$1,275.00		Bank Account
8974	Jan 30, 2024	2_ReceiptStation1_Tue / 8597	\$582.00	\$582.00		Bank Account
8975	Jan 30, 2024	12_Payson_Tue / 8596	\$615.00	\$615.00		Bank Account
8976	Jan 31, 2024	3_ReceiptStation1_Wed / 8598	\$684.00	\$684.00		Bank Account
8977	Jan 31, 2024	13_Payson_Wed / 8599	\$851.00	\$851.00		Bank Account
8984	Jan 31, 2024 j	previousday / 8604	\$960.00	\$960.00		Bank Account
8985	Jan 17, 2024	3_ReceiptStation1_Wed / 8580	\$1,425.00	\$1,425.00		Bank Account

Total \$103,370.59 \$103,370.59

Non-Deposit Total (\$14,922.00) (\$14,922.00)

Deposit Total \$88,448.59 \$88,448.59

Total Till Over/Short

\$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$1,512.00	(\$3,690.00)	(\$2,178.00)
Cash	Cash/Check	\$72,978.50	\$0.00	\$72,978.50
creditcard	credit card	\$2,060.09	\$0.00	\$2,060.09
D-1005-120-01-4612-023	Recording Fee (deferred)	\$22.00	(\$22.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$8.00	(\$8.00)	\$0.00
ETransfer	Electronic Transfers	\$13,410.00	\$0.00	\$13,410.00
	Total	\$89,990.59	(\$3,720.00)	\$86,270.59
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$30.00	(\$30.00)	\$0.00
	Total	\$30.00	(\$30.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$656.00)	(\$656.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$90.00)	(\$90.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$2.00)	(\$2.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$4.00)	(\$4.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$24,360.00)	(\$24,360.00)
1005-120-01-4612-023-1	General Fund - Voter	\$0.00	(\$31,848.59)	(\$31,848.59)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,808.00)	(\$3,808.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$16.00)	(\$16.00)
7147-120-01-4612-018	Voter	\$0.00	(\$24,057.00)	(\$24,057.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$1,425.00)	(\$1,425.00)
eRecording	eRecording	\$13,380.00	(\$13,380.00)	\$0.00
	Total	\$13,380.00	(\$99,650.59)	(\$86,270.59)
	Total	\$103,400.59	(\$103,400.59)	\$0.00

Range Summary

Range Cash/Check	Account	Debits	Credits	Net
	Cash Cash/Check	\$72,978.50	\$0.00	\$72,978.50
	Range Total	\$72,978.50	\$0.00	\$72.978.50

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House Account Summary

Gila County AZ Recorder For the Period of 01/01/2024 - 01/31/2024

Immediate and Deferred Accounts

DI HIBODON DEBOIL	House Account Name	Starting Balance	Charges	Pavments	Ending Balance
ACCU	ACCUSEARCH	(140.00)	0.00	00.0	
ADOT	AZ DEPT OF TRANS	(197.50)	0.00	0.00	
APS	APS/COPIES	(482.00)	0.00	0.00	(482.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289:00)
APT	ARIZONA PREMIER TITLE	(96.00)	0.00	0.00	(00 96)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(32.00)	20.00	0.00	(12.00)
ATCI	AQUA TERRA CONSULTANTS INC	(341.00)	0.00	00.00	(341 00)
AWC	ARIZONA WATER COMPANY	(32.00)	0.00	00.00	(32.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1.050.80)
AZDWR	ARIZONA DEPARTMENT OF WATER RESOURCES	(100.00)	0.00	0.00	(100.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,027.00)	0.00	0.00	(2.027.00)
CRSI	Colorado Records Sooner Inc	(30.00)	0.00	00:00	(30.00)
CS	GILA COUNTY COMMUNITY SERVICES	(170.00)	0.00	0.00	(170.00)
CTS	COMPLETE TITLE SOLUTIONS	(42.00)	0.00	0.00	(42.00)
D2	D2 SURVEYING LLC	(200.00)	24.00	0.00	(176.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	4,440.00	(4,440.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(36.00)	0.00	00.0	(36.00)
EPN	eRecording Partners Network	(1,000.00)	570.00	(570.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(50.00)	0.00	0.00	(20.00)
FARES	CORELOGIC	(2,606.40)	285.00	0.00	(2,321.40)
FATM	FIRST AMERICAN MICROFICHE	(37.20)	0.00	0.00	(37.20)

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House Account Summary

Gila County AZ Recorder For the Period of 01/01/2024 - 01/31/2024

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
FNDS	BLACK KNIGHT FINANCIAL SERVICES / PROPERTY INSIGHT	(538.20)	285.00	(2,095.00)	(2,348.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(56.00)	0.00	0.00	(56.00)
M	THE INFORMATION MARKET	(445.00)	285.00	(500.00)	(00.099)
IMAPP	IMAPP, INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	00.09	(00.00)	(1,000.00)
Ingeo	Ingeo - eRecording	(1,127.00)	1,995.00	(1,995.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	30.00	(30.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	00.0	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(106.00)	00.00	0.00	(106.00)
MHK	MORRIS HALL KINGHORN	(266.00)	00.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(855.00)	00.00	00.00	(855.00)
NewAcct1	Applied Technology Resources Inc	(182.00)	0.00	0.00	(182.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(6,850.00)	285.00	0.00	(6,565.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(2,245.00)	26.00	(95.00)	(2,314.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(27.00)	17.00	0.00	(10.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(2,285.00)	6,315.00	(6,315.00)	(2,285.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(906.20)	00.00	0.00	(906.20)

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House Account Summary

Gila County AZ Recorder

For the Period of 01/01/2024 - 01/31/2024

Immediate and Deferred Accounts

					The second secon
House Account ID	House Account Name	Starting Balance	Charges	Payments	Payments Ending Balance
TD	Timely Documents	(98:00)	0.00	0.00	(00.86)
ZILL	ZILLOW	(755.00)	285.00	(1,000.00)	(1,470.00)
F - 4 - 8					
lotals		(29,345.70)	14,922.00	(17,100.00)	(31,523.70)

Credit Card Transactions

Gila County AZ Recorder

From 1/1/24 12:00 AM To 1/31/24 11:59 PM

Date	Receipt #	Transaction ID #	Amount Charge Information
01/02/2024	24-0008	20618768603,20610 780302	\$30.00 Service Fee: \$1.05
01/02/2024	24-0030	20613419202,20621 675803	\$30.00 Service Fee: \$1.05
01/03/2024	24-0034	20625099403,20616 546902	\$30.00 Service Fee: \$1.05
01/03/2024	24-0054	20628130803,20628 132703	\$30.00 Service Fee: \$1.05
01/03/2024	24-0055	20619465702,20619 467002	\$30.00 Service Fee: \$1.05
01/03/2024	24-0059	20619762002,20628 708903	\$15.00 Service Fee: \$1.00
01/04/2024	24-0091	20635273703,20635 276603	\$6.00 Service Fee: \$1.00
01/04/2024	24-0095	20635862103,20635 863303	\$13.00 Service Fee: \$1.00
01/05/2024	24-0128	20633433402,20633 433502	\$30.00 Service Fee: \$1.05
01/05/2024	24-0140	20635509502,20635 513402	\$30.00 Service Fee: \$1.05
01/08/2024	24-0167	20648123502,20659 555803	\$30.00 Service Fee: \$1.05
01/08/2024	24-0170	20660096103,20648 646902	\$107.25 Service Fee: \$3.75
01/08/2024	24-0173	20649403702,20649 405502	\$30.00 Service Fee: \$1.05
01/08/2024	24-0178	20661329403,20649 717402	\$5.00 Service Fee: \$1.00
01/08/2024	24-0180	20661592603,20649 975002	\$30.00 Service Fee: \$1.05
01/08/2024	24-0185	20661809003,20650 190102	\$74.00 Service Fee: \$2.59
01/09/2024	24-0196	20653616202,20653 617202	\$30.00 Service Fee: \$1.05
01/09/2024	24-0207	20666643903,20666 645003	\$11.00 Service Fee: \$1.00
01/09/2024	24-0212	20667290903,20655 228402	\$30.00 Service Fee: \$1.05
01/09/2024	24-0218	20668254303,20656 119402	\$30.00 Service Fee: \$1.05
01/10/2024	24-0238	20674096103,20661 444402	\$30.00 Service Fee: \$1.05
01/11/2024	24-0262	20667291202,20667 292402	\$22.00 Service Fee: \$1.00
01/11/2024	24-0265	20680622003,20680 622803	\$177.00 Service Fee: \$6.20
01/11/2024	24-0274	20668797702,20681 591703	\$30.00 Service Fee: \$1.05
1/12/2024	24-0288	20674010502,20674 013102	\$30.00 Service Fee: \$1.05

Credit Card Transactions

Gila County AZ Recorder

From 1/1/24 12:00 AM To 1/31/24 11:59 PM

Date	Receipt #	Transaction ID #	Amount Charge Information
01/12/2024	24-0317	20676208202,20676 209802	\$30.00 Service Fee: \$1.05
01/16/2024	24-0327	20706247203,20706 249603	\$30.00 Service Fee: \$1.05
01/16/2024	24-0338	20694031202,20694 032402	\$30.00 Service Fee: \$1.05
01/16/2024	24-0343	20707977003,20707 979003	\$8.00 Service Fee: \$1.00
01/17/2024	24-0378	20713696103,20713 699703	\$30.00 Service Fee: \$1.05
01/17/2024	24-0380	20700693202,20714 119403	\$30.00 Service Fee: \$1.05
01/17/2024	24-0388	20701224002,20701 224802	\$102.84 Service Fee: \$3.60
01/18/2024	24-0411	20719453203,20705 978802	\$60.00 Service Fee: \$2.10
01/18/2024	24-0421	20706893002,20720 412603	\$64.00 Service Fee: \$2.24
01/19/2024	24-0451	20727993603,20714 390702	\$30.00 Service Fee: \$1.05
01/22/2024	24-0471	20742229803,20728 279702	\$30.00 Service Fee: \$1.05
01/22/2024	24-0474	20728334102,20742 293503	\$30.00 Service Fee: \$1.05
01/24/2024	24-0548	20753578202,20753 581602	\$90.00 Service Fee: \$3.15
01/24/2024	24-0549	20754563602,20754 565102	\$32.00 Service Fee: \$1.12
01/24/2024	24-0551	20755255202,20755 256102	\$60.00 Service Fee: \$2.10
01/24/2024	24-0553	20755411403,20755 401602	\$2.00 Service Fee: \$1.00
01/25/2024	24-0587	20761010103,20760 872002	\$30.00 Service Fee: \$1.05
01/25/2024	24-0594	20761639503,20761 493202	\$2.00 Service Fee: \$1.00
01/25/2024	24-0605	20763629903,20763 630603	\$30.00 Service Fee: \$1.05
01/25/2024	24-0606	20763437902,20763 647503	\$30.00 Service Fee: \$1.05
01/25/2024	24-0607	20763720903,20763 509302	\$60.00 Service Fee: \$2.10
01/26/2024	24-0623	20770395102,20770 396202	\$30.00 Service Fee: \$1.05
1/29/2024	24-0636	20784168603,20784 169503	\$60.00 Service Fee: \$2.10
1/29/2024	24-0653	20785435003,20785 436303	\$15.00 Service Fee: \$1.00
1/30/2024	24-0678	20789149403,20788 799802	\$15.00 Service Fee: \$1.00

Credit Card Transactions

Gila County AZ Recorder

From 1/1/24 12:00 AM To 1/31/24 11:59 PM

Date	Receipt #	Transaction ID #	Amount Charge Information
01/30/2024	24-0681	20790206903,20789 849802	\$30.00 Service Fee: \$1.05
01/30/2024	24-0684	20790404703,20790 039502	\$4.00 Service Fee: \$1.00
01/30/2024	24-0686	20790794703,20790 796003	\$4.00 Service Fee: \$1.00
01/30/2024	24-0689	20791010603,20791 013003	\$30.00 Service Fee: \$1.05
01/30/2024	24-0693	20791439703,20791 041402	\$30.00 Service Fee: \$1.05
01/30/2024	24-0696	20791550703,20791 139002	\$30.00 Service Fee: \$1.05
01/31/2024	24-0702	20795096403,20794 712702	\$18.00 Service Fee: \$1.00
01/31/2024	24-0720	20797208203,20796 789402	\$30.00 Service Fee: \$1.05
01/31/2024	24-0721	20796970502,20796 971402	\$8.00 Service Fee: \$1.00
01/31/2024	24-0728	20797835702,20797 837202	\$5.00 Service Fee: \$1.00
01/31/2024	24-0730	20797927502,20798 381603	\$30.00 Service Fee: \$1.05
		count 61	\$2,060.09

Account	DS		EPN	Indecomm	Ingeo		IRS	S	Simplifile
Amount applied	\$ 4,020.00	₩.	540.00 \$		60.00 \$ 1,965.00 \$	S	30.00	Ş	30.00 \$ 6.045.00
To come in FEB	\$ 360.00	Ş	30.00		\$ 30.00			· 5	270.00
	\$60.00							-	
Total	\$ 4,440.00 \$	\$	570.00 \$		60.00 \$ 1.995.00 \$ 30.00 \$ 6315.00	Ş	30.00	·	6 315 00

Parcorder Parc	Gila Coun	Gila County Recorder																		
No of Doc. Retrieval 7145 Recording Fees 1005 T447 Fee 7146 mining State mining Interest Refunds MISC T47 Fee 7146 mining Interest Refunds MISC T48 M		FY		2024																
794 \$3.048 \$20.334.00 \$8950 \$3.00 \$12.00 \$6.5100 \$5\$ 800 \$3.944.00 \$25,735.00 \$950.00 \$12.00 \$48.00 \$5\$ 801 \$3.944.00 \$25,735.00 \$950.00 \$12.00 \$6.00 \$5\$ 802 \$3.944.00 \$25,735.00 \$10.00	Month	No of Doc.	œ	Recorder Storage & etrieval 7145	Reco	ording Fees 1005	Ö	mputer Svcs 7147	Fe	Aining e 7146	-, -	State nining	=	terest	Re	Junds	2	MISC		Recorder Check to Treasurer
1009 \$ 3.944.00 \$ 25,735.00 \$ 950.00 \$ 12.00 \$ 48.00 \$ - 5 - 10.00 \$ 986 \$ 5 3804.00 \$ 20,440.00 \$ 950.00 \$ 12.00 \$ 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5	July	767	4	\$3,048		\$20,384.00		\$950	69	3.00	€.	12 00	4		U	(51 00)				
830 \$ 3,204.00 \$ 20,440.00 \$ 950.00 \$ 150.00 \$ 0.00	Aug	1008			69	25,735.00	S	950.00	69	12.00	· 6	48.00	·		→ 4	(00.10)			A 6	2000
986 \$ 3800.00 \$ 24460.00 \$ 950.00 \$ 7.00 \$ 28.00 \$ - \$ (15.00) \$ 981 \$ 3.800.00 \$ 2.952.00 \$ 119.033.47 \$ 11375.0 \$ 3.00 \$ 12.00 \$ - \$ 5 (15.00) \$ - \$ 5 (15.0	Sept	83(\$	20,440.00		950.00	69	15.00	69	60.00	₩.	,	÷ 65		→		A 4	20,00
773 \$ 2.922.00 \$ 19,093.47 \$ 1,137.50 \$ 3.00 \$ 12.00 \$ - \$ 5 - \$ 5 - \$ 5 8 981 \$ 3,808.00 \$ 5 26,665.50 \$ 25,482.00 \$ 4.00 \$ 16.00 \$ - \$ 5 - \$ 5 - \$ 5 8 981 \$ 3,808.00 \$ 5 26,665.50 \$ 25,482.00 \$ 4.00 \$ 16.00 \$ - \$ 5 - \$ 5 - \$ 5 8 981 \$ 3,808.00 \$ 5 26,960.59 \$ 25,482.00 \$ 4.00 \$ 16.00 \$ - \$ 5 - \$ 5 - \$ 5 8 981 \$ 3,808.00 \$ 5 25,482.00 \$ 4.00 \$ 16.00 \$ - \$ 5 - \$ 5 - \$ 5 8 981 \$ 3,808.00 \$ 5 25,482.00 \$ 16.00 \$	Oct	986			69	24,460.00		950.00	69	7.00	69	28.00	69		69	(15.00)			· (29.5
869 \$ 3,032.00 \$ 26,665.50 \$ 5,600 \$ 5.00 \$	Nov	77.			€>	19,093.47		1,137.50	69	3.00	8	12.00	8	1	69	-			65	23.1
1	Dec .	808			↔	26,665.50		5,660.50	69	5.00	69	20.00	8	1	69	,	69	,	69	35.3
In 6182 \$23,788 \$193,739 \$36,080 \$ 49.00 \$ 196.00 \$ 1000000000000000000000000000000000	Jan	.86			↔	56,960.59	69	25,482.00	4	4.00	69	16.00	8		69	-	69		S	86.2
1 6182 \$23,788 \$193,739 \$36,080 \$ 49.00 \$ 196.00 \$	Mar																			
In 6182 \$23,788 \$193,739 \$36,080 \$ 196.00 \$ 196.00 \$ 100 is 100 i	May																			
\$ 253,785.56 \$ 253,785.56	June																			
₩	Total	6182	2	\$23,788		\$193,739		\$36,080	49	49.00	6	196.00							↔	253,7
	All Monies		97																	

ARF-8590

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 03/05/2024 Reporting January 2024

Period:

Submitted For: Anita Escobedo, Clerk of the Superior Court **Submitted By:** Anita Escobedo, Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court Monthly Report for January, 2024.

Suggested Motion

Acknowledgment of the January, 2024 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk's Summary Report January 2024

Clerk's Report January 2024

GILA COUNTY SUPERIOR COURT

Report generated on: 2/5/2024 12:11:05 PM

Criteria:	From Date : 1/1/2024	To Date :1/31/2	2024						
Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set Aside
Agency Nan	ne :								
		ZCEF2	1% CLEAN ELECTIONS FUND	\$0.35				\$0.35	\$0.00
		5555	HOLD ACCOUNT	\$1568.56		(\$835.00)		\$733.56	\$0.00
		ZOVER	OVERPAYMENT FUND			\$1.00		\$1.00	\$0.00
			SubTotal:	\$1568.91		(\$834.00)		\$734.91	\$0.00
Agency Nan	ne: BOND POSTED - THIS CO	URT							
ZBND	BOND POSTED - THIS	ZBND	BOND POSTED - THIS COURT	\$143000.00			(\$387.50)	\$142612.50	\$0.00
			SubTotal:	\$143000.00			(\$387.50)	\$142612.50	\$0.00
Agency Nan	ne: D.A.R.E. PROGRAM								
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$45.00				\$45.00	\$0.00
			SubTotal:	\$45.00				\$45.00	\$0.00
Agency Nan	ne : ELECTED OFFICIALS RET	IRE. FUND							
ZEORF	ELECTED OFFICIALS RETIRE, FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2354.45				\$2354.45	\$117.72
		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	\$1002.60				\$1002.60	\$50.13
			SubTotal:	\$3357.05				\$3357.05	\$167.85
Agency Nan	ne: GILA COUNTY TREASURE	₽							
ZCNTY	GILA COUNTY TREASURER		\$9 VICTIMS RIGHTS PENALTY (37.6%)	\$5.91		\$0.05		\$5.96	\$0.30
		ZVRF	\$9 VICTIMS RIGHTS PENALTY (62.4%)	\$9.79		\$0.08		\$9.87	
		ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$2.03		\$0.01		\$2.04	
		ZOS1	2011 ADDTNL	\$16.16		\$0.12		\$16.28	\$0.81

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	\$97.50				\$97.50	\$4.88
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$219.10				\$219.10	\$0.00
		ZADPS	ADPS FORENSICS FUND (12-116.01K)	\$36.74		\$4.37		\$41.11	\$2.06
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$55.06				\$55.06	\$2.75
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$320.00				\$320.00	\$0.00
		ZALTF2	AZ LENGTHY TRIAL AND DIGITAL EVIDENCE FUND	\$466.38				\$466.38	\$23.32
		ZFEE	BASE FEES (GENERAL FUND)	\$4939.33				\$4939.33	\$246.97
		ZFINE	BASE FINES	\$1432.68		\$72.65		\$1505.33	\$75.27
		ZFORF	BOND FORFEITURES				\$387.50	\$387.50	\$19.38
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$50.00				\$50.00	\$2.50
		ZCEF	CLEAN ELECTIONS FUND	\$172.83		\$7.27		\$180.10	
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$39.95				\$39.95	·
		ZJDET	COUNTY JUV DETENTION	\$25.00				\$25.00	
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2354.45				\$2354.45	\$117.72
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$484.69		\$30.50		\$515.19	\$25.76
		ZDNAS	DNA STATE SURCHARGE	\$9.08				\$9.08	\$0.45
		ZDS2	DOCUMENT AND DIGITAL EVIDENCE STORAGE FUND	\$1101.07				\$1101.07	
		ZDVCA	DOM. VIOLCHLD ABUSE PREV FND	\$297.23				\$297.23	\$14.86

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDREF	DOMESTIC RELATIONS EDUCATION	\$75.00				\$75.00	\$3.75
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1366.57				\$1366.57	\$68.33
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$202.14				\$202.14	\$10.11
		ZDUIA	DUI ABATEMENT FUND	\$49.36				\$49.36	\$2.47
		ZFAR3	ENHANCED FARE SPECIAL COLLECTIONS	\$11.42				\$11.42	\$0.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$277.50				\$277.50	\$13.88
		ZWITN	EXPERT WITNESS FUND	\$1140.00				\$1140.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$5.20				\$5.20	\$0.26
		ZFAR1	FARE SPEC COLLECTIONS	\$102.82				\$102.82	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$72.35		\$5.08		\$77.43	
		ZCC	GEN JURIS CONCILIATION COURT	\$784.92				\$784.92	
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$3010.89		\$450.00		\$3460.89	
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$501.80		\$75.00		\$576.80	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1505.49		\$225.00		\$1730.49	
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1156.42				\$1156.42	
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2944.44				\$2944.44	\$147.22

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Adjusted Amount Amount	Bond Net Amount Forfeiture Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$65.85	\$7.00	\$72.85	
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$122.30	\$13.00	\$135.30	\$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$70.00		\$70.00	\$3.50
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$142.70	\$9.44	\$152.14	\$7.61
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	\$0.97		\$0.97	\$0.05
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$7.10	\$0.06	\$7.16	\$0.36
		ZOVF	OVERPAYMENT FORFEITED	\$1.00	(\$1.00)	\$0.00	\$0.00
		ZPP	PASSPORT APPLICATION FEES	\$1155.00		\$1155.00	\$57.75
		ZPOTE	PEACE OFFICER TRAINING EQUIPMENT FUND	\$0.82	\$0.06	\$0.88	\$0.04
		ZPCOF	PRISON CONSTRUCTION AND	\$55.92		\$55.92	\$2.80
		ZPBA	PROBATION FEE ADULT	\$7095.82	(\$65.00)	\$7030.82	\$351.54
		ZPUBZ	PUBLIC DEFENDER FEES	\$125.00		\$125.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$4.72		\$4.72	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$199.36		\$199.36	\$9.97
		ZSOMF	SEX OFFENDER MONITORING FND	\$73.00		\$73.00	\$3.65
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$61.57		\$61.57	\$3.08
		ZSTAT	STATE TREASURER - GENERAL FUND	\$39.48		\$39.48	\$1.97

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount		5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZVAF	VICTIMS ASSISTANCE FUND	\$227.50				\$227.50	\$11.38
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$3.56		\$0.02		\$3.58	\$0.18
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$100.00				\$100.00	\$5.00
		ZGFDU	XTRA DUI ASSMT	\$7.63				\$7.63	\$0.38
		ZPRS9	ZPRS9	\$40.40		\$0.29		\$40.69	\$2.03
			SubTotal:	\$34941.00		\$834.00	\$387.50	\$36162.50	\$1404.17
Agency Na	me: RESTITUTION								
ZREST	RESTITUTION	ZREST	RESTITUTION	\$3788.44				\$3788.44	\$0.00
			SubTotal:	\$3788.44				\$3788.44	\$0.00
			Grand Total:	\$186700.40		\$0.00	\$0.00	\$186700.40	\$1572.02
						LESS:			
						Rest Bond	itution s	\$ 3,788.4 142,612.	50

Bonds 142,612.50 D.A.R.E. 45.00 Hold Payment 734.91

EORP 3,357.05

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF GILA

FOR
JANUARY 2024

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO

Clerk of the Superior Court of Gila County, Arizona

STATE OF ARIZONA)	
)	SS:
County of Gila)	

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of January 2024.

ANITA ESCOBEDO

Clerk of the Superior Court of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 9th day of February 2024.

ADRIEAN RUTLEDGE

Chief Deputy

ARF-8595

Consent Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 03/05/2024

Reporting Globe Regional Constable's Report for January 2024

Period:

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Mary Curiel, Constable Clerk

Information

Subject

Globe Regional Constable's Report for January 2024

Suggested Motion

Acknowledgment of January 2024 monthly activity report submitted by Globe Regional Constable's Office.

Attachments

JANUARY 2024



1400 E ASH ST GLOBE, AZ 85501 928-402-8758

JANUARY 2024 MONTHLY REPORT TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Dan Rodriguez Deputy Constable



Mary E. Curiel Constable Clerk

Office of Globe Regional Constable Ruben Mancha

Monday, February 12, 2024

Gila County Board of Supervisors 1400 East Ash St Globe AZ 85501

GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of January 2024, the Globe Regional Constable's Office:

Received a total of **100** papers for service with **105** attempts.

Drove a total of 1393 Miles.

Mailed a total of 14 warrant letters.

Bailiff for Justice Court 4.

Arrests 0.

Collected a total of **\$638.00** as follows:

Total Deposited:

\$638.00

Less Refunds

\$0.00

Paid to General Fund:

\$638.00

Respectfully submitted,

Ruben Mancha

Globe Regional Constable Gila County, Globe, Arizona

GLOBE REGIONAL CONSTABLE OFFICE FEES COLLECTED JANUARY 2024

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH / NCOURT	RECEIPT NUMBER	REFUNDS
1/3/2024	PROVEST LLC	2401CO018	\$64.00	CHECK	449586	\$0.00
1/3/2024	Steven Rodgers	2401CO020	\$82.00	CASH	449587	\$0.00
1/4/2024	Cedric Johnson	2312CO008	\$40.00	CASH	449590	\$0.00
1/8/2024	ZONA LAW	2401CO035	\$82.00	CHECK	449592	\$0.00
1/9/2024	Rachel Hansen	2401CO036	\$48.00	CASH	449593	\$0.00
1/16/2024	Globe Mobile Home Park	2401CO055	\$48.00	CASH	449594	\$0.00
1/16/2024	PROVEST LLC	2401CO057	\$64.00	CHECK	449595	\$0.00
1/16/2024	PROVEST LLC	2401CO058	\$64.00	CHECK	449596	\$0.00
1/16/2024	PROVEST LLC	2401CO059	\$64.00	CHECK	449597	\$0.00
1/29/2024	Globe Mobile Home Park	2401CO055	\$82.00	CASH	424404	\$0.00
Collected:			\$638.00			
Refunds:			\$0.00			
Balance:			\$638.00			
According to the second second second second						

Deputy: Dan Rodriguez

Constable:	Ruben Mancha
County:	Gila
Precinct:	Globe





tal Cases S	erved/Attempted:	170								-	age Total:		
Date eceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served
	Order of Protection	J0403PO2024000001	Globe Regional Justice Court	Protected Information	Albert Coleman Reyes	Albert Coleman Reyes / 420 E. Cedar Street Globe, AZ 85501	None	1/2/24	Attempted				Mancha
1/2/24	Order of Protection	J0403PO2024000001	Globe Regional Justice Court	Protected Information	Albert Coleman Reyes	Albert Coleman Reyes / 420 E. Cedar Street Globe, AZ 85501	Albert Coleman Reyes / 420 E. Cedar Street Globe, AZ 85501	1/2/24	Served			48	Mancha
1/3/24	Writ of Restitution	J0403CV2023000376	Globe Regional Justice Court	Steven Rodgers	Andrea Jaminez	Andrea Jaminez / 1120 W. Bird St. Miami, AZ 85539	Andrea Jaminez / 1120 W. Bird St. Miami, AZ 85539	1/3/24	Served			50	Rodriguez
2/28/24	Order to Show Cause	J0403CM2022000248	Globe Regional Justice Court	State of Arizona	Gwendoline Ozuna	Gwendolin Ozuna / 269 E. Apache Street Globe, AZ 85501	None	1/3/24	Attempted				Rodriguez
12/28/24	Order to Show Cause	J0403CM2022000581	Globe Regional Justice Court	State of Arizona	Gwendoline Ozuna	Gwendolin Ozuna / 269 E. Apache Street Globe, AZ 85501	None	1/3/24	Attempted				Rodriguez
1/3/24	Order to Show Cause	J0403TR2016001210	Globe Regional Justice Court	State of Arizona	Julian Michael Villalobos	Julian Michael Villalobos / 1960 E. Ash St. Globe, AZ 85501	Debra Villalobos / 1960 E. Ash St. Globe, AZ 85501	1/4/24	Served			41	Rodriguez
1/3/24	Order to Show Cause	J0403CR2015000766	Globe Regional Justice Court	State of Arizona	Julian Michael Villalobos	Julian Michael Villalobos / 1960 E. Ash St. Globe, AZ 85501	Debra Villalobos / 1960 E. Ash St. Globe, AZ 85501	1/4/24	Served				Rodriguez
1/3/24	Order to Show Cause	J0403CM2021000448	Globe Regional Justice Court	State of Arizona	Julian Michael Villalobos	Julian Michael Villalobos / 1960 E. Ash St. Globe, AZ 85501	Debra Villalobos / 1960 E. Ash St. Globe, AZ 85501	1/4/24	Served				Rodriguez
1/3/24	Order to Show Cause	J0403TR2017000232	Globe Regional Justice Court	State of Arizona	Julian Michael Villalobos	Julian Michael Villalobos / 1960 E. Ash St. Globe, AZ 85501	Debra Villalobos / 1960 E. Ash St. Globe, AZ 85501	1/4/24	Served				Rodriguez
Accessed.	Summons & Complaint	J0403CV2023000372	Globe Regional Justice Court	Midland Credit Management LLC	Deidra Kathleen Cunningham	Deidra Kathleen Cunningham/ 1400 E. Birch St. Globe, AZ 85501	None	1/4/24	Attempted				Rodriguez
	Summons & Complaint	J0403CV2023000372	Globe Regional Justice Court	Midland Credit Management LLC	Deidra Kathleen Cunningham	Deidra Kathleen Cunningham/ 1400 E. Birch St. Globe, AZ 85501	None	1/4/24	Attempted				Rodriguez
1/3/24	Summons & Complaint	J0403CV2023000372	Globe Regional Justice Court	Midland Credit Management LLC	Deidra Kathleen Cunningham	Deidra Kathleen Cunningham/ 1400 E. Birch St. Globe, AZ 85501	Deidra Kathleen Cunningham/ 4303 Broadway St. Claypool, AZ 85532	1/4/24	Served				Rodriguez
1/2/24	Subpoena	J0403TR2023002566	Globe Regional Justice Court	State of Arizona	Jesse Ryan Bryant	Trooper D. Deatherage / 4339 US HWY 60 Claypool, AZ 85532	None	1/4/24	Attempted				Rodriguez
1/2/24	Subpoena	J0403TR2023002566	Globe Regional Justice Court	State of Arizona	Jesse Ryan Bryant	Trooper D. Deatherage / 4339 US HWY 60 Claypool, AZ 85532	None	1/4/24	Attempted				Rodriguez
1/2/24	Subpoena	J0403TR2023002566	Globe Regional Justice Court	State of Arizona	Jesse Ryan Bryant	Trooper D. Deatherage / 4339 US HWY 60 Claypool, AZ 85532	Trooper D. Deatherage / 4339 US HWY 60 Claypool, AZ 85532	1/4/24	Served				Rodriguez
12/28/24	Subpoena	J0403CT2023002479	Globe Regional Justice Court	State of Arizona	Daniel Wilhoit	Trooper D. Deatherage / 4339 US HWY 60 Claypool, AZ 85532	None	1/4/24	Attempted				Rodriguez
12/28/24	Subpoena	J0403CT2023002479	Globe Regional Justice Court	State of Arizona	Daniel Wilhoit	Trooper D. Deatherage / 4339 US HWY 60 Claypool, AZ 85532	None	1/4/24	Attempted				Rodriguez
12/28/24	Subpoena	J0403CT2023002479	Globe Regional Justice Court	State of Arizona	Daniel Wilhoit	Trooper D. Deatherage / 4339 US HWY 60 Claypool, AZ 85532	Trooper D. Deatherage / 4339 US HWY 60 Claypool, AZ 85532	1/4/24	Served				Rodriguez
1/3/24	Order to Show Cause	J0403CM2023000361	Globe Regional Justice Court	State of Arizona	Waylon Christian Ijacich	Mary Elizabeth Rose Barela / 5959 E. Mendoza St. Globe, AZ 85501	Mary Elizabeth Rose Barela / 5959 E. Mendoza St. Globe, AZ 85501	1/4/24	Served				Rodriguez
	Notice	J0403CV2023000354	Globe Regional Justice	Cedric L. Johnson Sr.	Fernando Chavez Morales	Fernando Chavez Morales / 5535 McKinney Ave. Globe, AZ 85501	Fernando Chavez Morales / 5535 McKinney Ave. Globe, AZ 85501	1/4/24	1 Served				Rodriguez

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Mileage Total: 1393 Total Cases Served/Attempted: 170 Mileage Mileage Daily Date Case No. Court Plaintiff Defendant Address Person Served/ Served Via Service Notes & Served By Type of Document Served Start End Mileage Received Daniel Albo / 465 W. Hackney Ave. Globe, AZ Daniel Albo / 1790 N. Broad Gila County Superior 57 Mancha D0202400002 Renee Albo Daniel Albo Street Globe, AZ 85501 1/5/24 Served 1/5/24 Divorce Packet Court Apache Junction Precinct Brandon Pierce / 1109 Linda Vista Dr. Globe, 1/5/24 Attempted Brandon Pierce A7 85501 Rodriguez 1/5/24 Order of Protection J1107PO2023000185 6 Justice Court Protected Information Apache Junction Precinct Brandon Pierce / 1109 Linda Vista Dr. Globe. 1/5/24 Order of Protection J1107PO2023000185 6 Justice Court Protected Information Brandon Pierce 1/5/24 Attempted Rodriguez Brandon Pierce / 1109 Linda Vista Dr. Globe, Apache Junction Precinct 1/6/24 Attempted J1107PO2023000185 A7 85501 Rodriguez 1/5/24 Order of Protection 6 Justice Court Protected Information **Brandon Pierce** None Michael Dean Oliver / 53 White Wing Dr. Roosevelt, AZ 85545 1/6/24 Attempted 1/5/24 Notice and Summons CG2310-008 Gila County Planning and Zoning Michael Dean Oliver None Rodriguez None Globe Regional Justice Gwendolin Ozuna / 269 E. Apache Street 12/28/24 Order to Show Cause J0403CM2022000248 State of Arizona Gwendoline Ozuna Globe, AZ 85501 None 1/6/24 Attempted Rodriguez Globe Regional Justice Gwendolin Ozuna / 269 E. Apache Street I0403CM2022000581 State of Arizona Globe, AZ 85501 1/6/24 Attempted Rodriguez 12/28/24 Order to Show Cause Court Gwendoline Ozuna None Gila County Superior 1/8/24 Served 12/26/23 Notice to Appear; Petition IV 2023-00104 State of Arizona Protected Information Protected Information Protected Information 43 Rodriguez Trooper Tom Gamboa - Front Trooper D. Deatherage / 4339 US HWY 60 Desk / 4339 US HWY 60 Globe Regional Justice Claypool, AZ 85532 Claypool, AZ 85532 1/8/24 Served State of Arizona Rodriguez 1/4/24 Subpoena J0403CT2023002636 Court **Douglas Collins** Brandon Pierce / 1109 Linda Vista Dr. Globe, Anache Junction Precinct 1/5/24 Order of Protection J1107PO2023000185 **6 Justice Court** Protected Information Brandon Pierce AZ 85501 1/8/24 Attempted Rodriguez **Apache Junction Precinct** Brandon Pierce / 1109 Linda Vista Dr. Globe, Brandon Pierce / 1109 Linda Brandon Pierce A7 85501 Vista Dr. Globe, AZ 85501 1/8/24 Served J1107PO2023000185 Protected Information Rodriguez 1/5/24 Order of Protection **6 Justice Court** Michael Dean Oliver / 53 White Wing Dr. Michael Dean Oliver Roosevelt, AZ 85545 1/8/24 Attempted 1/5/24 Notice and Summons CG2310-008 Gila County Planning and Zoning Rodriguez None Trooper Tom Gamboa - Front Trooper K. Fane / 4339 US HWY 60 Claypool, Desk / 4339 US HWY 60 Globe Regional Justice 1/9/24 Served AZ 85532 Claypool, AZ 85532 38 Rodriguez 1/8/24 Subpoena J0403CT2024000002 State of Arizona Matthew Tyler Tracy Trooper Tom Gamboa - Front Trooper C. Kimbrough / 4339 US HWY 60 Desk / 4339 HS HWY 60 Globe Regional Justice 1/8/24 Subpoena J0403CT2023002615 Court State of Arizona Balaswamy Kommathoti Claypool, AZ 85532 Claypool, AZ 85532 1/9/24 Served Rodriguez Posted & Certified Mail / 270 N Globe Regional Justice Susan Kiss / 270 N. Fourth Street Globe, AZ 1/9/24 Summons Eviction Action J0403CV2024000007 Court Rachel Hansen Susan Kiss 85501 Fourth Street Globe, AZ 85501 1/10/24 Served 55 Mancha David Lee Phillips / 8985 S. Six David Lee Phillips / 8985 S. Six Shooter Globe Regional Justice Shooter Canyon Rd. Space #6 Globe, AZ 85501 1/8/24 Writ of Restitution CV 2023 000362 Mountaingates Estates LLC David Lee Phillips Canyon Rd. Space #6 Globe, AZ 85501 1/10/24 Served Court Michael Dean Oliver / 53 White Wing Dr. Michael Dean Oliver / 1400 E. Ash Street Globe, AZ 85501 1/11/24 Served 61 Curiel/Rodriguez 1/5/24 Notice and Summons CG2310-008 Gila County Planning and Zoning Michael Dean Oliver Roosevelt, AZ 85545 Globe Regional Justice Protected Information 1/11/24 Order of Protection J0403PO2024000004 Waylon Ijacich Protected Information Protected Information 1/11/24 Served Rodriguez Court Jeffery Glenn Canoles / 405 W. Banker Ave. Globe Regional Justice 1/10/24 Order to Show Cause J0403TR2020000183 State of Arizona Jeffery Glenn Canoles Globe, AZ 85501 1/11/24 Attempted Rodriguez Court Globe Regional Justice Santiago Tarango / 702 Side Canyon Rd. Globe, AZ 85501 1/11/24 Attempted State of Arizona Patrick Marguez Rodriguez 12/19/23 Criminal Subpoena J0403CM2023-444 Court

Constable: Ruben Mancha

Globe

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Precinct:

Deputy: Dan Rodriguez

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Mileage Total: 1393 Total Cases Served/Attempted: 170 Mileage Mileage Daily Date Type of Document Case No. Plaintiff Defendant Address Person Served/ Served Via Notes & Served By Received Served End Mileage Globe Regional Justice Jason Sutton / 5238 E. Golden Hill Globe, AZ 1/10/24 Order to Show Cause J0403TR2020000144 Court State of Arizona Jason Sutton 85501 1/11/24 Attempted Rodriguez Globe Regional Justice David Howard / 5900 N. Main St. #108 1/10/24 Summons J0403CM2024000007 State of Arizona David Howard Globe, AZ 85501 1/11/24 Attempted Court None Rodriguez Globe Regional Justice 1/10/24 Summons J0403CM2024000006 State of Arizona Adam Garcia Adam Garcia / 606 Turnbull Globe, AZ 85501 None 1/11/24 Attempted Rodriguez Jason Swedick / 5934 S. Kinnemur Ave. Globe Regional Justice 1/12/24 Criminal Subpoena Claypool, AZ 85532 J 0403 CM 2023-419 Court State of Arizona Thomas Holden 1/12/24 Attempted 49 Rodriguez None Linda Aguirre / 5950 S> Kinnemur Ave. Globe Regional Justice 0403 CM 2023-419 Claypool, AZ 85532 1/12/24 Attempted 1/12/24 Criminal Subpoena Court State of Arizona Linda Aguirre None Rodriguez Globe Regional Justice Michael Manues / 5982 S. New Street Thomas Holden 1/12/24 Criminal Subpoena J 0403 CM 2023-419 Court State of Arizona Claypool, AZ 85532 1/12/24 Attempted Rodriguez Margaret Ross / 5934 S. Kinnemur Ave. Globe Regional Justice 1/12/24 Criminal Subpoena 0403 CM 2023-419 State of Arizona Thomas Holden Claypool, AZ 85532 1/12/24 Attempted Court Rodriguez Globe Regional Justice Jason Sutton / 5238 E. Golden Hill Globe, AZ J0403TR2020000144 1/12/24 Attempted 1/10/24 Order to Show Cause State of Arizona Jason Sutton Rodriguez Globe Regional Justice Jason Sutton / 5238 E. Golden Hill Globe, AZ 1/10/24 Order to Show Cause J0403TR2020000144 State of Arizona 1/12/24 Attempted Court Jason Sutton Rodriguez Globe Regional Justice David Howard / 5900 N. Main St. #108 1/10/24 Summons J0403CM2024000007 Court State of Arizona David Howard Globe, AZ 85501 1/12/24 Attempted Rodriguez Globe Regional Justice Mary Elizabeth Rose Barela / 5959 E. 1/12/24 Criminal Subpoena 0403 CM-361 State of Arizona Waylon Ijacich Mendoza St. Globe, AZ 85501 1/13/24 Attempted Court Rodriguez None Betty Vanta / 529 W. Hackney Ave. Globe, Globe Regional Justice 1/12/24 Notice of Hearing J0403ND2024000001 Gila County Animal Control Betty Vanta AZ 85501 1/13/24 Attempted Rodriguez Globe Regional Justice Joanna Carmelo / 105 W. AZ HWY 177 1/12/24 Criminal Subpoena J 0403 CM 2023-361 Court State of Arizona Joanna Carmelo Winkelman, AZ 85192 1/15/24 Attempted Rodriguez None Globe Regional Justice 1/10/24 Summons J0403CM2024000006 Court State of Arizona Adam Garcia Adam Garcia / 606 Turnbull Globe, AZ 85501 None 1/15/24 Attempted Rodriguez Reserve Officer F. Nehrmeyer Globe Regional Justice Officer K. Heaslip / 601 Hayden Ave. Hayden, 601 Hayden Ave. Hayden, AZ 1/12/24 Criminal Subpoena J 0403 CM 2023-361 Court State of Arizona Sarra Jo Smales AZ 85326 85326 1/16/24 Served 113 Mancha Amytiss Franco / 250 S. Wentworth Avenue Mailed / 250 S. Wentworth Globe Regional Justice **Amytiss Franco** 1/16/24 Arrest Warrant J0403TR2018003018 Court State of Arizona Miami, AZ 85539 Avenue Miami, AZ 85539 1/16/24 Served Curiel Ruben Duarte - Front Office / Globe Regional Justice Officer J. Reynolds / 175 N. Pine Street 175 N. Pine Street Globe, AZ 1/16/24 Served 1/12/24 Criminal Subpoena J 0403 CM 2023-395 State of Arizona Teresa Patricia Payton Globe, AZ 85501 85501 Rodriguez Aubrey Lopez - Records Clerk / Globe Regional Justice Deputy I. Kesterson / 108 W. Main St. GCSO 1100 E. South Street GCSO 1/12/24 Criminal Subpoena J 0403 CM 2023-419 Court State of Arizona Thomas Holden Payson, AZ 85541 Globe, AZ 85501 1/16/24 Served Rodriguez Aubrey Lopez - Records Clerk / Globe Regional Justice Deputy J. Gillespie / 1100 E. South Street 1100 E. South Street GCSO 1/12/24 Criminal Subpoena J 0403 CM 2023-419 State of Arizona Thomas Holden GCSO Globe, AZ 85501 Globe, AZ 85501 1/16/24 Served Rodriguez Aubrey Lopez - Records Clerk / Globe Regional Justice Deputy J. Cross / 1100 E. South Street GCSO | 1100 E. South Street GCSO Globe, AZ 85501 Globe, AZ 85501 1/16/24 Served 1/12/24 Criminal Subpoena L0403 Cm 2023-361 State of Arizona Court Waylon Ijacich Rodriguez

Constable: Ruben Mancha

Gila

Globe

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Precinct:

Deputy: Dan Rodriguez

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Constable: Ruben Mancha





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Date eceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage	Mileage End	Daily Mileage	Notes & Served E
	Order to Show Cause	J0403TR2020000183	Globe Regional Justice	State of Arizona	Jeffery Glenn Canoles	Jeffery Glenn Canoles / 405 W. Banker Ave. Globe, AZ 85501	None		Attempted				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-419	Globe Regional Justice Court	State of Arizona	Thomas Holden	Jason Swedick / 5934 S. Kinnemur Ave. Claypool, AZ 85532	None		Attempted			28	Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Mary Elizabeth Rose Barela / 5959 E. Mendoza St. Globe, AZ 85501	None	1/17/24	Attempted				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Vincent Barcon / 198 N. Chisholm Ave. Miami, AZ 85539	None	1/17/24	Attempted				Rodriguez
1/12/24	Notice of Hearing	J0403ND2024000001	Globe Regional Justice Court	Gila County Animal Control	Betty Vanta	Betty Vanta / 529 W. Hackney Ave. Globe, AZ 85501	None	1/17/24	Attempted				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Vincent Barcon / 198 N. Chisholm Ave. Miami, AZ 85539	Vincent Barcon / 865 Globe, AZ 85501	1/17/24	Served				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-419	Globe Regional Justice Court	State of Arizona	Linda Aguirre	Linda Aguirre / 5950 S> Kinnemur Ave. Claypool, AZ 85532	None	1/17/24	Attempted				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-419	Globe Regional Justice Court	State of Arizona	Thomas Holden	Margaret Ross / 5934 S. Kinnemur Ave. Claypool, AZ 85532	None	1/17/24	Attempted				Rodriguez
2/28/24	Order of Protection	J0403PO2023000126	Globe Regional Justice Court	Protected Information	Bhishin Narraine	Bhishin Narrine / 5984 Pineway St. Claypool, AZ 85532	None	1/17/24	Attempted				Rodriguez
1/10/24	Summons	J0403CM2024000006	Globe Regional Justice Court	State of Arizona	Adam Garcia	Adam Garcia / 606 Turnbull Globe, AZ 85501	None	1/17/24	Attempted				Rodriguez
1/18/24	Injunction Against Harassment	J0403PO2024000005	Globe Regional Justice Court	Protected Information	Douglas William Nance	Douglas William Nance / 1202 E. Cedar Street Globe, AZ 85501	Douglas William Nance / 1400 E. Ash Street Globe, AZ 85501	1/18/24	Served		712	46	Mancha
1/18/24	Injunction Against Harassment	J0403PO2024000007	Globe Regional Justice Court	Protected Information	Chyenne Autumn Higginbotham	Chyenne Higginbotham / 1264 E. Montecito Dr. #3 Globe, AZ 85501	Chyenne Higginbotham / 1100 E. South Street Globe, AZ 85501	1/18/24	Served				Mancha
1/12/24	Criminal Subpoena	J 0403 CM-361	Globe Regional Justice Court	State of Arizona	Waylon Ijacich	Mary Elizabeth Rose Barela / 5959 E. Mendoza St. Globe, AZ 85501	Mary Elizabeth Rose Barela / 198 Chisholm Ave. Miami, AZ 85539	1/18/24	Served				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-419	Globe Regional Justice Court	State of Arizona	Thomas Holden	Jason Swedick / 5934 S. Kinnemur Ave. Claypool, AZ 85532	Jason Swedick / 5934 S. Kinnemur Ave. Claypool, AZ 85532	1/18/24	Served				Rodriguez
1/10/24	Order to Show Cause	J0403TR2020000183	Globe Regional Justice Court	State of Arizona	Jeffery Glenn Canoles	Jeffery Glenn Canoles / 405 W. Banker Ave. Globe, AZ 85501	None	1/18/24	Attempted				Rodriguez
1/10/24	Order to Show Cause	J0403TR2020000183	Globe Regional Justice Court	State of Arizona	Jeffery Glenn Canoles	Jeffery Glenn Canoles / 405 W. Banker Ave. Globe, AZ 85501	None	1/18/24	Attempted				Rodriguez
1/10/24	Order to Show Cause	J0403TR2020000183	Globe Regional Justice Court	State of Arizona	Jeffery Glenn Canoles	Jeffery Glenn Canoles / 405 W. Banker Ave. Globe, AZ 85501	None	1/18/24	Attempted				Rodriguez
1/12/24	Notice of Hearing	J0403ND2024000001	Globe Regional Justice Court	Gila County Animal Control	Betty Vanta	Betty Vanta / 529 W. Hackney Ave. Globe, AZ 85501	None	1/18/24	Attempted				Rodriguez
1/12/24	Notice of Hearing	J0403ND2024000001	Globe Regional Justice Court	Gila County Animal Control	Betty Vanta	Betty Vanta / 529 W. Hackney Ave. Globe, AZ 85501	None	1/18/24	Attempted				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Joanna Carmelo	Joanna Carmelo / 105 W. AZ HWY 177 Winkelman, AZ 85192	None	1/18/24	Attempted				Rodriguez

Deputy:	Dan	Rodriguez	





Mileage Total: 1393 Total Cases Served/Attempted: 170 Mileage Mileage Daily Date Type of Document Case No. Plaintiff Defendant Address Person Served/ Served Via Notes & Served By Court Start End Mileage Received Linda Aguirre / 5950 S> Kinnemur Ave. Globe Regional Justice Claypool, AZ 85532 1/18/24 Attempted 1/12/24 Criminal Subpoena J 0403 CM 2023-419 Court State of Arizona Linda Aguirre None Rodriguez Globe Regional Justice Michael Manues / 5982 S. New Street 1/12/24 Criminal Subpoena 0403 CM 2023-419 Court State of Arizona Thomas Holden Claypool, AZ 85532 None 1/18/24 Attempted Rodriguez Globe Regional Justice Margaret Ross / 5934 S. Kinnemur Ave. 1/12/24 Criminal Subpoena 0403 CM 2023-419 Court State of Arizona Thomas Holden Claypool, AZ 85532 1/18/24 Attempted Rodriguez None Globe Regional Justice 1/18/24 Attempted 1/10/24 Summons J0403CM2024000006 State of Arizona Adam Garcia Adam Garcia / 606 Turnbull Globe, AZ 85501 None Rodriguez Globe Regional Justice Gwendolin Ozuna / 269 E. Apache Street 12/28/24 Order to Show Cause J0403CM2022000248 State of Arizona Gwendoline Ozuna Globe, AZ 85501 1/18/24 Attempted Rodriguez Court None Globe Regional Justice Gwendolin Ozuna / 269 E. Apache Street 12/28/24 Order to Show Cause J0403CM2022000581 State of Arizona Gwendoline Ozuna Globe, AZ 85501 1/18/24 Attempted Rodriguez Globe Regional Justice Betty Vanta / 529 W. Hackney Ave. Globe, Betty Vanta / 529 W. Hackney Ave. Globe. AZ 85501 1/19/24 Served 1/12/24 Notice of Hearing I0403ND2024000001 Court Gila County Animal Control Betty Vanta AZ 85501 28 Rodriguez Stephen Domina / Protected Gila County Superior 1/18/24 Notice to Appear; Petition JV 2024-00008 State of Arizona Protected Information Stephen Domina / Protected Information 1/19/24 Served Rodriguez Gila County Superior Vicki Domina / Protected 1/18/24 Notice to Appear; Petition JV 2024-00007 1/19/24 Served Court State of Arizona Protected Information Vicki Domina / Protected Information Information Rodriguez Vicki Domina / Protected Gila County Superior 1/18/24 Notice to Appear; Petition JV 2024-00007 Court State of Arizona Protected Information Protected Information Information 1/19/24 Served Rodriguez Gila County Superior Stephen Domina / Protected Stephen Domina / Protected Information 1/19/24 Served 1/18/24 Notice to Appear; Petition JV 2024-00004 Court State of Arizona Protected Information Information Rodriguez Gila County Superior Vicki Domina / Protected 1/18/24 Notice to Appear; Petition JV 2024-00004 State of Arizona Protected Information Stephen Domina / Protected Information Information 1/19/24 Served Court Rodriguez Gila County Superior Vicki Domina / Protected 1/19/24 Served 1/18/24 Notice to Appear; Petition JV 2024-00005 State of Arizona Protected Information Vicki Domina / Protected Information Information Rodriguez Gila County Superior Vicki Domina / Protected 1/18/24 Notice to Appear; Petition JV 2024-00005 State of Arizona Protected Information Protected Information Information 1/19/24 Served Rodriguez Court Renea Shaffer / Protected Gila County Superior 1/18/24 Notice to Appear; Petition JV 2024-00002 State of Arizona Protected Information Renea Shaffer / Protected Information Information 1/19/24 Served Rodriguez Gila County Superior Renea Shaffer / Protected State of Arizona Protected Information Protected Information Information 1/19/24 Served 1/18/24 Notice to Appear; Petition JV 2024-00002 Court Rodriguez Wade Dunning / 6153 S. Washington Ave. Globe Regional Justice 1/16/24 Summons & Complaint J0403CV2023000330 LVNV Funding LLC Wade Dunnin Miami, AZ 85539 1/19/24 Attempted Rodriguez JV 2024-00011 State of Arizona Protected Information Kassi Howard / Protected Information 1/19/24 Attempted 1/18/24 Notice to Appear; Petition None Rodriguez Alexander Rodriguez / 201 S. Sunnyslope Globe Regional Justice Ave. Miami, AZ 85539 1/19/24 Attempted 1/16/24 Summons J0403CV2023000387 Court Midland Credit Management LLC Alexander Rodriguez None Rodriguez Globe Regional Justice Bhishin Narrine / 5984 Pineway St. Claypool, 12/28/24 Order of Protection J0403PO2023000126 Protected Information **Bhishin Narraine** AZ 85532 1/19/24 Attempted Rodriguez

Constable: Ruben Mancha

Globe

County:

Precinct:

Deputy: Dan Rodriguez

Globe Regional Justice

David Berrey

Court

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County: Precinct: Globe Mileage Total: 1393 Total Cases Served/Attempted: 170 Mileage Mileage Date Type of Document Case No. Court Plaintiff Defendant Address Person Served/ Served Via Service Notes & Served By Receive Served Start End Mileage Globe Regional Justice 1/10/24 Summons J0403CM2024000006 Court State of Arizona Adam Garcia Adam Garcia / 606 Turnbull Globe, AZ 85501 None 1/19/24 Attempted Rodriguez Globe Regional Justice Adam Garcia / 606 Turnbull Globe, AZ 85501 None State of Arizona Adam Garcia 1/19/24 Attempted 1/10/24 Summons I0403CM2024000006 Court Rodriguez Posted & Mailed Certified / 1264 E. Montecito Dr. Space Globe Regional Justice Zacharee & Veronica Curiel / 1264 F 1/19/24 Summons Eviction Action J0403CV2024000014 Court Alhambra MHP & Mini Storage Zacharee & Veronica Curiel Montecito Dr. Space #54 Globe, AZ 85501 #54 Globe, AZ 85501 1/22/24 Served 35 Rodriguez Dominguie Casillas / 1264 E. Mariah & Dominquie Casillas / 1264 E. Montecito Dr. Space #7 Globe, Globe Regional Justice 1/22/24 Served J0403CV2024000015 Alhambra MHP & Mini Storage Mariah & Dominquie Casillas Montecito Dr. Space #7 Globe, AZ 85501 A7 85501 Rodriguez 1/19/24 Summons Eviction Action Court Lorraine Phillips / 1264 E. Lorraine Phillips / 1264 E. Montecito Dr. Montecito Dr. Space #21 Globe Globe Regional Justice Space #21 Globe, AZ 85501 AZ 85501 1/22/24 Served 1/19/24 Summons Eviction Action J0403CV2024000016 Court Alhambra MHP & Mini Storage Lorraine Phillips Rodriguez Globe Regional Justice Joanna Carmelo / 105 W. AZ HWY 177 1/12/24 Criminal Subpoena 0403 CM 2023-361 Court State of Arizona Joanna Carmelo Winkelman, AZ 85192 None 1/22/24 Attempted Mancha Globe Regional Justice Jason Sutton / 5238 E. Golden Hill Globe, AZ 1/10/24 Order to Show Cause J0403TR2020000144 State of Arizona 1/22/24 Attempted Court Jason Sutton None Rodriguez Danyell Packer / 2165 N. Wheatfields Rd. Maricona County Danyell Packer 1/23/24 Attempted 1/25/24 Notice FC 2016-000240 Superior Court Marshall Mullins #132 Globe, AZ 85501 112 Rodriguez Globe Regional Justice Jesse Angelo Amado / 2182 N. Escudilla Dr. Jesse Angelo Amado / 201 W. Injunction Against 1/24/24 Harassment Protected Information Apt #6 Globe, Az 85501 Ash Street Globe, AZ 85501 1/24/24 Served Olivarez J0403PO2024000008 Jesse Angelo Amado Court Summons & Direct Gila County Superior Aaron Michael Anderson / 376 E. 4th Ave. Aaron Michael Anderson / 1100 1/24/24 Indictment CR 2024-028 Court State of Arizona Aaron Michael Anderson Durango, CO 81301 . South Street Globe, AZ 85501 1/24/24 Served Olivarez Notice of Supervening Gila County Superior Joseph Isaiah Quintana / 7656 Bonterra Ln. Joseph Isaiah Quintana / 1100 State of Arizona Joseph Isaiah Quintana Colorado Springs, CO 80925 E. South Street Globe, AZ 85501 1/24/24 Served Olivarez 1/24/24 Indictment CR 2024-025 Court Andrew Allen / 208 E. Jura Cir. Payson, AZ Andrerw Allen / 1100 E. South Notice of Supervening Gila County Superior Andrew Allen Street Globe, AZ 85501 1/24/24 Served Olivarez 1/24/24 Indictment CR 2024-021 Court State of Arizona Juanita Dalia Madrid / 1014 Fosdick Dr. Ajuanita Dalia Madrid / 1100 E Notice of Supervening Gila County Superior South Street Globe, AZ 85501 1/24/24 Served CR 2024-026 State of Arizona Juanita Dalia Madrid Colorado Springs, CO 80909 Olivarez 1/24/24 Indictment Court Monica Guerrero / 8958 S. Six Shooter Gila County Superior 1/4/24 Order to Appear D0201700189 Court **David Contreras** Monica Guerrero Canyon Rd. Globe, AZ 85501 (HOMELESS) None 1/24/24 Attempted Rodriguez Gila County Superior 1/18/24 Notice to Appear; Petition JV 2024-00006 State of Arizona Protected Information Mario Sanchez / Protected Information 1/24/24 Attempted Rodriguez 1/18/24 Notice to Appear; Petition JV 2024-00011 State of Arizona Protected Information Kassi Howard / Protected Information 1/24/24 Attempted Rodriguez None 1/24/24 Attempted 1/10/24 Summons Restricted Until Served Rodriguez 1/23/24 Summons Restricted Until Served None 1/25/24 Attempted 226 Rodriguez Amber Smith / 5683 S. Inspiration Dr. Globe, Globe Regional Justice 1/25/24 Attempted 1/23/24 Order to Show Cause J0403CM2022000108 State of Arizona Amber Smith AZ 85501 Rodriguez Court

1/25/24 Summons Eviction Action | J0403CV2024000024

Constable: Ruben Mancha

Jody Herrera

Jody Herrera / 1365 W. Laurel Apt #2 Miami, Jody Herrera / 1365 W. Laurel

Apt #2 Miami, AZ 85539

1/26/24 Served

96 Rodriguez

Deputy: Dan Rodriguez

Constable:	Ruben Mancha
County:	Gila
Precinct:	Globe





	served/Attempted:	170				Property and the second					age Total:	1393	
Date eceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served B
1/26/24	Order of Protection	J0403PO2024000017	Globe Regional Justice Court	Protected Information	Liberio Velez		Liberio Velez / 1100 E. South Street Globe, AZ 85501	1/26/24	Served				Rodriguez
1/12/24	Criminal Subpoena	J 0403 CM 2023-361	Globe Regional Justice Court	State of Arizona	Joanna Carmelo		Joanna Carmelo / 105 W. AZ HWY 177 Winkelman, AZ 85192	1/26/24	Served				Mancha
1/12/24	Criminal Subpoena	J 0403 CM 2023-419	Globe Regional Justice Court	State of Arizona	Linda Aguirre	Linda Aguirre / 5950 S. Kinnemur Ave. Claypool, AZ 85532	None	1/26/24	Attempted				Rodriguez
1/23/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	1/26/24	Attempted				Rodriguez
1/23/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	1/26/24	Attempted				Rodriguez
1/23/24	Summons	J0403TR2024000017	Globe Regional Justice Court	State of Arizona	Kayia Hicks-Warren		Kayia Hicks-Warren / 723 Fegan Street Globe, AZ 85501	1/26/24	Served				Rodriguez
1/25/24	Notice	FC 2016-000240	Maricopa County Superior Court	Marshall Mullins	Danyell Packer	Danyell Packer / 2165 N. Wheatfields Rd. #132 Globe, AZ 85501	None	1/26/24	Attempted				Rodriguez
1/25/24	Notice	FC 2016-000240	Maricopa County Superior Court	Marshall Mullins	Danyell Packer		Danyell Packer / 2115 E. HWY 60 Ste 200 Miami, AZ 85539	1/26/24	Served				Rodriguez
1/18/24	Notice to Appear; Petition	JV 2024-00006	Gila County Superior Court	State of Arizona	Protected Information	Mario Sanchez / Protected Information	None	1/26/24	Attempted				Rodriguez
	Notice to Appear; Petition		Gila County Superior Court	State of Arizona	Protected Information	Mario Sanchez / Protected Information	None	1/26/24	Attempted				Rodriguez
			Gila County Superior Court	State of Arizona	Protected Information	Mario Sanchez / Protected Information	Mario Sanchez / Protected Information	1/26/24					Rodriguez
	Notice to Appear; Petition		Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	1/26/24	Attempted				Rodriguez
1/18/24	Notice to Appear; Petition	JV 2024-00011		State of Arizona	Protected Information	Kassi Howard / Protected Information	None	1/26/24	Attempted				Rodriguez
1/24/24	Order to Show Cause	J0403CM2023000042	Globe Regional Justice	State of Arizona	Christopher Hammons	Christopher Hammons / 8958 S. Six Shooter Canyon Globe, AZ 85501	None	1/26/24	Attempted				Rodriguez
1/16/24	Summons & Complaint	J0403CV2023000330	Globe Regional Justice Court	LVNV Funding LLC	Wade Dunning	Wade Dunning / 6153 S. Washington Ave. Miami, AZ 85539	None	1/27/24	Attempted			31	Rodriguez
000000000	Summons & Complaint	J0403CV2024000001	Globe Regional Justice Court	Midland Credit Management LLC	Graviel Valtierra	Graviel Valtierra / 112 N. 2nd Street Globe, AZ 85501	None	1/27/24	Attempted				Rodriguez
1/16/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	1/27/24	Attempted				Rodriguez
	Criminal Subpoena	J 0403 CM 2023-419	Globe Regional Justice	State of Arizona	Linda Aguirre	Linda Aguirre / 5950 S. Kinnemur Ave. Claypool, AZ 85532	Linda Aguirre / 1400 E. Ash St. Globe, AZ 85501	1/29/24				165	Rodriguez
	Writ of Restitution	J0403CV2024000009	Globe Regional Justice	Globe MHP	Louis & Stephanie McIntosh	Louis & Stephanie McIntosh / 1775 N. Broad Street #62 Globe, AZ 85501	Stephanie McIntosh / 1775 N.	1/29/24					Rodriguez
	Summons & Complaint	J0403CV2024000001	Globe Regional Justice	Midland Credit Management LLC		Graviel Valtierra / 112 N. 2nd Street Globe, AZ 85501	None		Attempted				Rodriguez

Danutun	Dan 0	and almost a		
Deputy:	Dan H	oariguez		





Total Cases Served/Attempted: 170 Mileage Total: 1393 Date Mileage Mileage Type of Document Case No. Court Plaintiff Defendant Address Person Served/ Served Via Service Notes & Served By Received End Start Globe Regional Justice Amber Smith / 5683 S. Inspiration Dr. Globe, 1/23/24 Order to Show Cause J0403CM2022000108 State of Arizona Court Amber Smith AZ 85501 1/29/24 Attempted Rodriguez Globe Regional Justice Margaret Ross / 5934 S. Kinnemur Ave. 1/12/24 Criminal Subpoena I 0403 CM 2023-419 Court State of Arizona Thomas Holden Claypool, AZ 85532 None 1/29/24 Attempted Rodriguez Globe Regional Justice Christopher Hammons / 8958 S. Six Shooter 1/24/24 Order to Show Cause J0403CM2023000042 Court State of Arizona Christopher Hammon Canyon Globe, AZ 85501 1/29/24 Attempted Rodriguez 1/18/24 Notice to Appear; Petition JV 2024-00011 State of Arizona Protected Information Kassi Howard / Protected Information 1/30/24 Attempted 32 Rodriguez Gila County Superior Preston James / 5535 Apache Hills Lane Preston James / 745 N. Rose 1/30/24 Notice D020230089 Court Ashlyn Earven Preston James Globe, AZ 85501 Mofford Way Globe, AZ 85501 1/30/24 Served Rodriguez Globe Regional Justice Frank Membrila / 1100 E. South 1/29/24 Order of Protection J0403PO2024000019 Court Protected Information Frank Membrila Frank Membrila / Protected Information Street Globe, AZ 85501 1/30/24 Served Rodriguez Globe Regional Justice Wade Dunning / 6153 S. Washington Ave. 1/16/24 Summons & Complaint J0403CV2023000330 LVNV Funding LLC Court Wade Dunning Miami, AZ 85539 1/30/24 Attempted Rodriguez Globe Regional Justice Wade Dunning / 6153 S. Washington Ave. Miami, AZ 85539 1/16/24 Summons & Complaint J0403CV2023000330 LVNV Funding LLC Wade Dunning 1/30/24 Attempted Rodriguez Wade Dunning / 6153 S. Globe Regional Justice Wade Dunning / 6153 S. Washington Ave. Washington Ave. Miami, AZ J0403CV2023000330 1/16/24 Summons & Complaint LVNV Funding LLC Court **Wade Dunning** Miami, AZ 85539 85539 1/30/24 Served Globe Regional Justice Graviel Valtierra / 112 N. 2nd Street Globe, 1/16/24 Summons & Complaint J0403CV2024000001 Court Midland Credit Management LLC Graviel Valtierra AZ 85501 None 1/30/24 Attempted Rodriguez Globe Regional Justice Graviel Valtierra / 112 N. 2nd Street Globe, Graviel Valtierra / 112 N. 2nd 1/16/24 Summons & Complaint J0403CV2024000001 Midland Credit Management LLC Graviel Valtierra Court AZ 85501 Street Globe, AZ 85501 1/30/24 Served Rodriguez 1/16/24 Summons Restricted Until Served 1/30/24 Attempted Rodriguez None 1/16/24 Summons Restricted Until Served Restricted Until Served Restricted Until Served **Restricted Until Served** Restricted Until Served 1/30/24 Attempted Rodriguez Globe Regional Justice Bhishin Narrine / 5984 Pineway St. Claypool, 12/28/24 Order of Protection J0403PO2023000126 Court Protected Information **Bhishin Narraine** AZ 85532 1/30/24 Attempted Rodriguez Globe Regional Justice Christopher Hammons / 8958 S. Six Shooter 1/24/24 Order to Show Cause J0403CM2023000042 State of Arizona Christopher Hammons Canyon Globe, AZ 85501 1/30/24 Attempted None Rodriguez 1/10/24 Summons Restricted Until Served 1/30/24 Attempted None Rodriguez Gila County Superior 1/18/24 Notice to Appear; Petition JV 2024-00011 State of Arizona Protected Information Kassi Howard / Protected Information 1/30/24 Attempted Rodriguez Globe Regional Justice Amber Smith / 5683 S. Inspiration Dr. Globe 1/23/24 Order to Show Cause J0403CM2022000108 Court State of Arizona Amber Smith AZ 85501 1/31/24 Attempted 39 Rodriguez Globe Regional Justice Amber Smith / 5683 S. Inspiration Dr. Globe, Amber Smith / 1400 E. Ash 1/23/24 Order to Show Cause J0403CM2022000108 State of Arizona Amber Smith Street Globe, AZ 85501 1/31/24 Served Court Rodriguez Globe Regional Justice Trooper B. Deatherage / 4339 US HWY 60 Trooper M. Fink/ 4339 US HWY J0403TR2023002668 State of Arizona 1/31/24 Subpoena Court Lauren Burns Claypool, AZ 85532 60 Claypool, AZ 85532 1/31/24 Served Rodriguez

Constable: Ruben Mancha

Globe

County: Precinct:

Deputy:	Dan Rodriguez	
Deputy:	Dan Kodriguez	





Total Cases Served/Attempted: 170 Mileage Total: 1393 Mileage Mileage Type of Document Case No. Court Plaintiff Defendant Address Person Served/ Served Via Service Notes & Served By Received Start End Globe Regional Justice Lindsey Gehris / 1775 N. Broad Street #24 1/30/24 Order to Show Cause J0403CM2023000001 Court Lindsey Gehris Globe, AZ 85501 Rodriguez State of Arizona 1/31/24 Attempted None Globe Regional Justice Lindsey Gehris / 1775 N. Broad Street #24 J0403CM2023000001 State of Arizona 1/30/24 Order to Show Cause Court Lindsey Gehris Globe, AZ 85501 1/31/24 Attempted Rodriguez Globe Regional Justice Lindsey Gehris / 1775 N. Broad Street #24 1/30/24 Order to Show Cause J0403CM2023000001 Court State of Arizona Lindsey Gehris Globe, AZ 85501 1/31/24 Attempted None Rodriguez Globe Regional Justice Lindsey Gehris / 1775 N. Broad Street #24 Lindsey Gehris / 1775 N. Broad 1/30/24 Order to Show Cause J0403CM2023000001 State of Arizona Lindsey Gehris Globe, AZ 85501 Street #15 Globe, AZ 85501 1/31/24 Served Rodriguez Globe Regional Justice Margaret Ross / 5934 S. Kinnemur Ave. 1/12/24 Criminal Subpoena J 0403 CM 2023-419 Court State of Arizona Thomas Holden Claypool, AZ 85532 1/31/24 Attempted None Rodriguez Globe Regional Justice Jason Sutton / 5238 E. Golden Hill Globe, AZ 1/10/24 Order to Show Cause J0403TR2020000144 State of Arizona Jason Sutton None 1/31/24 Attempted Rodriguez 1/31/24 Summons Restricted Until Served 1/31/24 Attempted None Rodriguez 1/30/24 Summons Restricted Until Served Restricted Until Served Restricted Until Served Restricted Until Served 1/31/24 Attempted None Rodriguez 1/30/24 Summons Restricted Until Served 1/31/24 Attempted Rodriguez 1/16/24 Summons Restricted Until Served None 1/31/24 Attempted Rodriguez

Constable: Ruben Mancha

Globe

County: Precinct:

GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

1	11.100	216	HECENEY		
DATE	10/200	27	41909 FEB-	8.5	
CONTRACT #			4170712	9 10	
CONTRACT #					
GRANT #					1
DEPOSIT TO FUND GENE				JND #	
	- /	rimal (in 3/1 bles 1)	4706 # 321	/	
BILLING PERIOD	4 30	24			
Account Code	Direct Deposit / Check #	Revenue Description	n	Amount	
1005.321.3405.80	49319	Service Fees		64	10
7	197852			82	00
	491670			64	0
	496607			64	00
	49467	2		64	00
(Cush)		Sirvice Fees		300	00
		Λ .		638	00
Preparer Signature:	W IC	. Cuzul	Title 2	4/2024	well.
Approved Signature:	th	-11/ak	Title	PABLE	
SUMMARY OF DEPOSIT	7 0	5044= 6	200.00		
Currency	300.0	30×5= 1	200 00		
Coins			300 00		
Checks 5	3000				
Total	10 1 1				
TOPAGUER & V	(an	Ala		2/8/203	4
TREASURER By	4		Date _	4554	44

ARF-8596

Consent Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 03/05/2024

Reporting Payson Regional Constable's Report for January 2024

Period:

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office for January 2024

Suggested Motion

Acknowledgment of the January 2024 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

January 2024

Steven Montgomery Deputy Constable



Kimberly Rust Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

JANUARY 2024 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Steven Montgomery Deputy Constable



Kimberly Rust Constable Clerk

Office of Payson Regional Constable Tony McDaniel

February, 2024

Gila County Board of Supervisors 1400 East Ash St Globe AZ 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of January, the Payson Regional Constable's Office:

Received a total of 113 papers for service with 133 attemps.

Drove a total of 1330.4 miles.

Collected a total of \$1509.92 as follows:

Total Deposited: \$1,509.92

Less Refunds: \$16.00

Paid to General Fund: \$1,493.92

Additional Funds from an IGA from the Town of Payson: \$875.00

Grand Total Paid to General Fund: \$2,368.92

Respectfully submitted,

Tony McDaniel

Payson Regional Constable Gila County, Payson, Arizona

PAYSON REGIONAL CONSTABLE OFFICE FEES COLLECTED JANUARY 2024

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH / NCOURT	RECEIPT NUMBER	REFUNDED
1/3/2024	Noah Taylor	2401PR002	\$40.00	Ncourt	669440	\$0.00
1/3/2024	Prest Realty	2401PR008	\$40.00	Check	669447	\$0.00
1/3/2024	Cliff Potts	2401PR007	\$48.00	Check	669442	\$0.00
1/9/2024	Brooks Woodman	2401PR024	\$56.00	Ncourt	669443	\$0.00
1/9/2024	Zona Law	2401PR025	\$82.00	Check	669444	\$0.00
1/9/2024	Matt Collins	2401PR023	\$56.00	Ncourt	669445	\$0.00
1/9/2024	Elizabeth Walton	2401PR026	\$48.00	Ncourt	669446	\$8.00
1/10/204	AAA Landlord	2401PR027	\$48.00	Check	669447	\$0.00
1/11/2024	Prest Realty	2401PR032	\$48.00	Check	669448	\$0.00
1/12/2024	Stephanie Brill	2401PR036	\$40.00	Ncourt	669449	\$0.00
1/16/2024	Liddy Legal	2401PR037	\$61.20	Check	669450	\$0.00
1/16/2024	Maricopa Process	2401PR014	\$40.00	Check	669451	\$0.00
1/16/2024	Protected Information	2401PR039	\$24.00	Ncourt	669452	\$0.00
1/16/2024	Matt Collins	2401PR030	\$111.04	Ncourt	669453	\$0.00
1/16/2024	Zona Law	2401PR042	\$82.00	Check	669454	\$0.00
1/17/2024	Hybrid 500	2401PR038	\$40.00	Ncourt	669455	\$0.00
1/18/2024	Protected Information	2401PR044	\$40.00	Ncourt	669456	\$0.00
1/19/2024	Martha Ahsworth	2401PR047	\$48.00	Check	669457	\$8.00
1/19/2024	Liddy Legal	2401PR051	\$80.80	Check	669458	\$0.00
1/19/2024	GPS	2401PR053	\$114.00	Check	669459	\$0.00
1/26/2024	Protected Information	2401PR072	\$40.00	Ncourt	669460	\$0.00
1/30/2024	Liddy Legal	2401PR087 2401PR088	\$121.44	Check	669461	\$0.00
		2104PR089 2104PR090 2104PR091				
1/30/2024	Hull, Holliday & Holliday	2104PR092	\$144.00	Check	669462	\$0.00
1/31/2024	John Dryer	2401PR098	\$97.44	Check	669463	\$0.00
Total Amount (\$1,509.92			
Total Amount I	\$16.00					
Total Paid to General Fund:			\$1,493.92			

Deputy: Steven Montgomery

Constable:	Tony McDaniel
County:	Gila
Precinct:	Payson





Date	Served/Attempted:	133									eage Total:		
eceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served I
		Restricted Until											
1/2/24	Criminal Summons	Served	Restricted Until Serve	d Restricted Until Served	Restricted Until Served	Restricted Until Served	None	1/3/24	Attempted			50.8	McDaniel
							Jhoanna Ochoa Hernandez /						
1/2/24	Colonia di Company	J0404CM20230001				Jhoanna Ochoa Hernandez / 209 E Phoenix	714 S Beeline Hwy Payson AZ			044			
1/2/24	Criminal Summons	63	Justice Court	State Of Arizona	Jhoanna Ochoa Hernandez	St Payson AZ 85541	85541	1/3/24	Served				McDaniel
		S0400PO20240000	Gila County Superior			Althea Smith / 401 S Pondrosa St Payson AZ	Althor Smith / 401 S Pondross			100			
1/3/24	Order Of Protection	1	Court	Protected Information	Althea Smith	85541	St Payson AZ 85541	1/3/24	Served	11 3			McDaniel
		21											
1/3/24	Subpoena	CR2023093	Gila County Superior Court	State Of Arizona	Derick Martinez	Oficer Butler / Tonto Apache Police Dept.	Off P 41 (5 11						22020-23
1/3/24	завроена	CN2023033	Court	State Of Arizona	Derick Martinez	Payson AZ 85541	Off. Butler / Email	1/3/24	Served				McDaniel
			Gila County Superior			Deputy Highstreet / 108 W Main St Payson	GCSO Box & Email / 108 W			VAV.			
3/24	Subpoena	CR2023093	Court	State Of Arizona	Derick Martinez	AZ 85541	Main ST Payson AZ 85541	1/3/24	Served				McDaniel
			01 6 . 6							THE REAL PROPERTY.			
1/3/24	Subpoena	CR2022435	Gila County Superior Court	State Of Arizona	Alec Hepola	Sgt. McAnerny / 303 N Beeline Hwy Payson AZ 85541	PPD Records / Email	1/2/24	Served				M-Di-l
			11		Piece Hepoid	72 03541	PPD Records / Email	1/3/24	Served				McDaniel
			Gila County Superior			Deputy Brown / 108 W Main St Payson AZ	GCSO Box & Email / 108 W						
1/3/24	Subpoena	CR2022435	Court	State Of Arizona	Alec Hepola	85541	Main ST Payson AZ 85541	1/3/24	Served				McDaniel
							Posted at Address; 502 S				THE P		
1/3/24	5-Day Notice	None	None	Prest Realty LLC	Corey Zelkovitch	Corey Zelkovitch / 502 S Ponderosa St; Unit A Payson AZ 85541	Ponderosa St; Unit A Payson AZ 85541	1/3/24	Served				Montgomery
							Posted & Certified Mail / 607 5	2,0,2	001100			***********	montgomery
. 10 10 4		J0404CV202400000				Austin Ray Huffman / 607 S Beeline Hwy;	Beeline HWY #16 Payson AZ						
1/3/24	Eviction Action Hearing	6	Justice Court	Clifford Edward Potts	Austin Ray Huffman	Unit 16 Payson AZ 85541	85541	1/3/24	Served				Montgomery
	4		Payson Regional			Jason H Lofquist / 210 N Snider Way Payson	Jason H Lofquist / 808 S						
1/3/24	Summons and Complaint	2024CV05	Justice Court	Noah Wells Taylor	Jason H Lofquist	AZ 85541	McLane Payson AZ 85541	1/3/24	Served		E 18		Montgomery
										0.524			,
2/27/22	Criminal Summons	CR2023-084	Gila County Superior	State Of Arizona									
2/21/23	Criminal Summons	CR2023-064	Court	State Of Arizona	Harley Randall Saunders	Protected Information	Protected Information	1/3/24	Served				Montgomery
			Payson Regional			Deputy Tatum / 108 W Main St Payson AZ	GCSO Box & Email / 108 W			13.24			
1/4/24	Subpoena	2023TR27	Justice Court	State Of Arizona	Jennifer Bebecca Reighard	85541	Main ST Payson AZ 85541	1/4/24	Served			31.4	Montgomery
1/4/24	Subpoena	2023TR27	Payson Regional Justice Court	State Of Arizona	Jennifer Bebecca Reighard	Deputy Lahti / 108 W Main St Payson AZ 85541	GCSO Box & Email / 108 W Main ST Payson AZ 85541	1/4/24	Served				
				Juliu Stylliastia	Jennier bebeeta neighard	05541	Wall 31 Payson AZ 03341	1/4/24	Served				Montgomery
			Payson Magistrate			Christopher Blank / 480 S Rainbow Star				16			
1/4/24	Letter	277	Court	State Of Arizona	Kyle Venable	Valley AZ 85541	None	1/4/24	Attempted	1000			Montgomery
			Payson Regional			T				FILE			
1/5/24	Subpoena	2022TR165	Justice Court	State Of Arizona	Trevn Johnson	Trooper Flake / 201 N Colcord Rd Payson AZ 85541	Trooper Flake / Email	1/5/24	Served			66.3	Montgomery
1/4/24	r.h	20227027	Payson Regional			Trooper Fischbeck / 201 N Colcord Rd				1 4 4 5			
1/4/24	Subpoena	2023TR27	Justice Court	State Of Arizona	Jennifer Reighard	Payson AZ 85541	Trooper Fischbeck / Email	1/5/24	Served				McDaniel
			Payson Regional			Trooper Flake / 201 N Colcord Rd Payson AZ				1			
1/4/24	Subpoena	2023TR27	Justice Court	State Of Arizona	Jennifer Reighard	85541	Trooper Flake / Email	1/5/24	Served				McDaniel
1/4/24	Subpoena	2023TR27	Payson Regional Justice Court	State Of Arizona	Jennifer Reighard	Criminalist Pham / Email	AZDDS Crime Lab / Email	1/5/24	Samuel	1 1 3			
21 4124		-Jestine/	sastice court	June Of Affeolia	Jennier neighard	Cindinalist Pham / Email	AZDPS Crime Lab / Email	1/5/24	Served		aria de		McDaniel
			Payson Regional										
1/5/24	Subpoena	2022TR165	Justice Court	State Of Arizona	Trevn Johnson	Jauncae Harris / Protected Information	Jauncae Harris / Email	1/5/24	Served				McDaniel
		5040051/20225	C1 C							17415			
1/5/24	Summons and Complaint	50400CV20230021 6	Gila County Superior Court	Parcap, LLC	Alan Emery Rognlin	Alan Emery Rognlin / 206 E Aero Payson AZ 85541	None	1/5/24	Attempted				McDaniel
, , , , ,					raun emery nogmin	74	Hond	1/3/24	Accempted				McDaniel
Desired And Area		M0444CT20230129				Officer Evans / 303 N Beeline Hwy Payson AZ					Kel		
1/5/24	Subpoena	45	Court	State Of Arizona	Mark Patrick Seyer	85541	Payson PD Records / Email	1/5/24	Served		THE		McDaniel

Deputy: Steven Montgomery

Constable:	Tony McDaniel	
County:	Gila	-
Precinct:	Payson	_





Date	T	Carrella		n/				Date		Mileage	Mileage	1330.4 Daily	
ceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Served	Service	Start	End	Mileage	Notes & Served I
			Yavapai County			0 1 0 1 1 10 10 10							
1/4/24	Notice of Hearing	S1300JV202300401		State Of Arizona	Caroline Patricia Dedmon	Caroline Patricia Dedmon / 812 W Rim View Rd Payson AZ 85541	Caroline Patricia Dedmon / 812 W Rim View Payson AZ 85541	1/5/24	Served				Montgomery
							Christopher Blank / 714 S			river to			,
1/4/24	Latter	M0444CM2022012 277		S Of A .		Christopher Blank / 480 S Rainbow Star	Beeline Hwy #200 Payson AZ						
1/4/24	Letter	2//	Court	State Of Arizona	Kyle Venable	Valley AZ 85541	85541	1/5/24	Served				McDaniel
		J0404CT202400004	Payson Regional	The second second						all the same			
1/9/23	Subpoena	5	Justice Court	State Of Arizona	Dominic Palandri	Trooper Cope / Email	Trooper Cope / Email	1/9/24	Served			99.5	McDaniel
	Summons Direct	Restricted Until											
1/9/23	Indictment	Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	1/9/24	Returned Unserved				McDaniel
1/9/23	Petition for Severance of Parental Rights	SV202300011	Gila County Superior Court	In matter re: protected informaton	None	Sierra Helmer / 209 S Ponderosa St Payson AZ 85541	Sierra Helmer / 209 S Ponderosa St Payson AZ 85541	1/0/24	Served		1		McDaniel
2/0/20	T of Cital Figures	34202300011	Court	Illioiniaton	Notice	AZ 63341	Ponderosa St Payson AZ 85541	1/9/24	Served				McDaniel
			Gila County Superior		la tamén de la constitución de l	William Sweatt / 518 W Bridal Path Ln	William Sweatt / 200 Block of						
1/9/23	Child custody Packet	DO202200223	Court	William Sweatt	Krystal Long	Payson AZ 85541	W Wade Payson AZ 85541	1/9/24	Served			,	McDaniel
		J0404CV202400001	Payson Regional			Harley Cesena or Angel Beltran / 317 E	Angel Beltran / 317 E Eidelweiss						
1/9/24	Summons Eviction Action	3	Justice Court	Elizabeth Walton	Harley Cesena & Angel Beltran	Eidelweiss Cir Payson AZ 85541	Cir Payson AZ 85541	1/9/24	Served				McDaniel
							Posted & Certified Mail / 110 W						
1/10/24	Summons Eviction Action	J0404CV202400012	Payson Regional Justice Court	Maurnez Apartments	Shannon Kay Green	Shannon Kay Green / 110 W Airport Rd Payson AZ 85541	Airport Rd; Unit 20 Payson AZ 85541	1/10/24	Served			4.0	Montgomery
					, , , , , , , , , , , , , , , , , , , ,	1.07501742.00012	100011	1/10/24	Served			4.5	Workgomery
. /. 0 / 2 .	et il ex all										1933		
1/10/24	Civil Standby			1 hour 10 minute Civil Standmy a	t 401 E Mariposa Payson AZ 85541			1/10/24	Completed				Montgomery
		J0404CT202300258	Payson Regional			Trooper Cope / 201 N Colcord Rd Payson AZ							
1/10/24	Subpoena	8	Justice Court	State Of Arizona	Trevor Michael Stark	85541	Trooper Cope / Email	1/10/24	Served				Montgomery
		1040467303300340	D D								TEX OF		
1/10/24	Subpoena	J0404CT202300249 2	Justice Court	State Of Arizona	Ryan Halemanu Kamealoha	Deputy K. Vidrine / 108 W Main Street Payson AZ 85541	Deputy Vidrine / Email and Office Box	1/10/24	Served				Montgomery
								2,20,21		200			montgomery
2/26/22	Subpoena	CR2023084	Gila County Superior Court	C Of A-1			Scott Moody / Protected						
2/20/23	зивроена	CR2023084	Court	State Of Arizona	Harley Saunders	Scott Moody / Protected Information	Information	1/11/24	Served			117.3	Montgomery
		S0400DO20200021	Gila County Superior			Thor Nudson / 447 S Old Hwy 188 Tonto	Thor Nudson / 445 S Old Hwy						
1/10/24	Child Custody Packet	0	Court	Thor Nudson	Angelica Marie Lopez	Basin AZ 85553	188 Tonto Basin AZ 85553	1/11/24	Served				Montgomery
		\$0400PO20240000	Gila County Superior			Joseph Estephan Ferris / 805 E Oxbow Cir	Insent Estables Facilities (100)			1000			
1/11/24	Order Of Protection	2	Court	Protected Information	Joseph Estephan Ferris	Payson AZ 85541	Joseph Estephan Ferris / 108 W Main Street Payson AZ 85541	1/11/24	Served				Montgomery
							James H. Nichols / 444 S						
1/9/24	Summons and Complaint	S1300CV2023- 01022	Yavapai County Superior Court	Avalon Real Property Holdings,	James H. Nichols and Barbara J. Nichols	James H. Nichols and Barbara J Nichols / 444 S Mimosa St Tonto Basin AZ 85553	Mimosa St Tonto Basin AZ 85553	1/11/24	Samuel		E 11 - S		
2,5,2,	Sammons and Companie	01022	Superior Court		Wichols	3 WITHOSA SE TORILO BASIR AZ 85553	83333	1/11/24	Served				Montgomery
97150-250			Gila County Superior			Janea Michele Jordan / 306 E Cherry St	Janea Michele Jordan / 306 E					-	
1/9/24	Divorce Packet	D0202400003	Court	Brooks Forrest Woodman	Janea Michele Jordan	Payson AZ 85541	Cherry St Payson AZ 85541	1/11/24	Served		-		Montgomery
		J0404CT202300265	Payson Regional			Deputy K. Vidrine / 108 W Main Street	Deputy Vidrine / Email and			100			
1/12/24	Subpoena	8	Justice Court	State Of Arizona	Sheila Ann Barbour	Payson AZ 85541	Office Box	1/12/24	Served		March 1	14.5	Montgomery
										72517			
1/12/24	Criminal Summons	CR2023-066	Gila County Superior Court	State Of Arizona	Russell Ostrom	Deputy J. Montijo / 108 W Main Street Payson AZ 85541	Deputy Montijo / Email and Office Box	1/12/24	c				
-,/			Count	State Of Alizona	nussell Ostrolli	raysuli M2 03341	Posted and Certified Mail /	1/12/24	served				Montgomery
		J0404CV202400001				Corey Zelkovitch / 502A S Ponderosa St; Unit				KINA			
1/12/24	Eviction Action Hearing	7	Justice Court	Dana Nance	Corey Zelkovitch	A Payson AZ 85541	85541	1/12/24	Served				Montgomery
	Injunction Against	J0404PO202400000	Payson Regional			Jason Duran Jordan / 708 N Maranantha Rd	Jason Duran Jordan / 714 S Beeline Hwy; Ste 200 Payson AZ						
1/12/24	Harassment	2	Justice Court	Austin Matthew Alexander	Jason Duran Jordan	Payson AZ 85541	85541	1/12/24	Served				Montgomery
										A WA			
1/0/24	Writ of Restitution	CV2023000381	Payson Regional Justice Court	Kalalau LLC	Sean Moore	Sean Moore / 902 E Miller Rd Payson AZ	Posted / 902 E Miller Rd Payson						
1/9/24	vviit of Restitution	TC45053000381	Justice Court	Kararau LLC	Sean Moore	85541	AZ 85541	1/15/24	Served		The same of	12.8	McDaniel

Deputy: Steven Montgomery





Total Cases Served/Attempted: 133 Mileage Total: 1330.4 Date Mileage Mileage Daily Type of Document Case No Court Defendant Address Person Served / Served Via Service Notes & Served Ry Received Start End Mileage Served Injunction Against J0404PO202400000 Payson Regional Janeen Robbins / 108 W Main St Payson AZ Janeen Robbins / 108 W Main 1/16/24 Harassment Protected Information Justice Court Janeen Robbins 85541 St Payson AZ 85541 1/16/24 Served 145.0 McDaniel S0400DO20230011 Gila County Superior Mary Jackson / Protected 1/16/24 Subpoena Court Tucker Dale Hays Alexis Shea Denton Mary Jackson / Protected Information Information 1/16/24 Served McDaniel Payson Regional 1/16/24 Subpoena 2023CM104 Justice Court State Of Arizona Nolan Dove Protected Information Protected Information 1/16/24 Served McDaniel J0404CV202300007 Payson Regional Judy Lee / 214 N Whiting Dr Payson AZ Judy Lee / 214 N Whiting Dr 1/16/24 Civil Summons Justice Court JP Morgan Chase Bank ludy Lee Payson AZ 85541 1/16/24 Served McDaniel Payson Regional 1/12/24 Debtors Exam 2023CV255 Justice Court James & Stephanie Brill David Knauer David Knauer / 30 N 7y Dr Rye AZ 85541 None 1/16/24 Attempted McDaniel J0404PO202400000 Payson Regional 1/16/24 Order Of Protection Justice Court Protected Information Gary Rodgers Gary Rodgers / Protected Information None 1/16/24 Attempted McDaniel P0400GC20200004 Gila County Superior In matter re: protected Anthony Sandford / PO Box 304 Queen 1/10/24 Minute Entry 1/16/24 Certified Mailed Court None Creek AZ 85142 McDaniel S0400PO20240000 Gila County Superior Jarrod Derby / 16557 N HWY 87 #4 Rye AZ Jarrod Derby / 16557 N HWY 87 1/17/24 Order Of Protection Court Protected Information Jarrod Derby #4 Rve AZ 85541 1/17/24 Served 125.3 McDaniel Amended Order of Maricopa Superior Douglas Zarra / 1808 N McLane Rd Payson Douglas Zarra / 1808 N McLane 1/17/24 Protection FN2023093563 Court Protected Information Dougla Zarra AZ 85541 Rd Payson AZ 85541 1/17/24 Served McDaniel Injunction Against J0404PO202400000 Payson Regional Luke Schreur / 160 E HWY 260 Payson AZ Luke Schreur / 160 E HWY 260 1/17/24 Harassment Justice Court Protected Information 85541 Luke Schreur Payson AZ 85541 1/17/24 Served McDaniel Payson Regional David Knauer / 30 N 7y Dr Rye 1/12/24 Debtors Exam 2023CV255 Justice Court lames & Stephanie Brill David Knauer David Knauer / 30 N 7v Dr Rve AZ 85541 AZ 85541 1/17/24 Served McDaniel Michael Armaolea / 300 W Payson Regional Michael Armaolea / 300 W Frontier St #36 Frontier St #36 Payson AZ 1/16/24 Writ of Restitution CV2023000405 Justice Court Valley Income Properties Michael Armaolea Payson A7 85541 85541 1/17/24 Served Montgomery Belinda Debi Layton & Jonathan Belinda Debi Layton S Jonathan Stratton / Posted / 6366 W Kokoeli Ln 1/16/23 Letter Liddy Legal Suport Services Stratton 6366 W Kokoeli I n Pine AZ 85544 Pine AZ 85544 1/17/23 Served Montgomery J0404PO202400000 Payson Regional Gary Rodgers / ATI woods behind Home 1/16/24 Order Of Protection Justice Court Protected Information **Gary Rodgers** Depot 1/17/23 Attempted McDaniel J0404PO202400000 Payson Regional Gary Rodgers / Protected 1/16/24 Order Of Protection Justice Court Protected Information Gary Rodgers Gary Rodgers / Protected Information Information 1/18/24 Served 113.6 McDaniel Notice of Zoning Hearing Gila County Planning Jerry Paul & Carol Ofarrell / 723 W Detroit 1/18/24 Violation CP2302-014 and Zoning Gila County Planning and Zoning Jerry Paul Ofarrell Dr; East Verde Estates Payson AZ 85541 1/18/24 Attempted Montgomery Gila County Superior 1/18/24 Notice to Appear; Petition JV202400003 Court State Of Arizona Protected Information Doug Arter / Protected Information 1/18/24 Attempted Montgomery Carol Ofarrell / 723 W Detroit Notice of Zoning Hearing Gila County Planning Jerry Paul & Carol Ofarrell / 723 W Detroit Dr; East Verde Estates Payson 1/19/24 Violation CP2302-014 Jerry Paul Ofarrell and Zoning Gila County Planning and Zoning Dr; East Verde Estates Payson AZ 85541 AZ 85541 1/19/24 Served 53.4 Montgomery J0404CV202400002 Payson Regional Carrie Ann Ingram / 600 S Oak St; Unit 7 Carrie Ann Ingram / 600 S Oak 1/19/24 Summons Eviction Action Justice Court Marth Ashworth Carrie Ann Ingram Payson AZ 85541 St; Unit 7 Payson AZ 85541 1/19/24 Served Montgomery J0404CT202300252 Payson Regional Deputy Vidrine / 108 W Main Street Payson | Deputy Vidrine / Email and 1/19/24 Subpoena Justice Court State Of Arizona Elizabeth Maureen Weinbrenner Office Box 1/19/24 Served Montgomery M0444CT20230129 Payson Magistrate Officer Frahm / 303 N Beeline Hwy Payson 1/19/24 Subpoena Court State Of Arizona Elizabeth Maureen Weinbrenner AZ 85541 Payson PD Records / Email 1/19/24 Served Montgomery

Constable: Tony McDaniel

Payson

County: Precinct:

Deputy:	Steven	Montgomery	

constable.	Tony McDamer	
County:	Gila	1
Precinct:	Payson	•





	erved/Attempted:	133		7						Mile	age Total:	1330.4	
Date ceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served E
1/19/24	Subpoena	J0404CT202300215	Payson Regional Justice Court	State Of Arizona	Eric L. Garcia	Trooper Carter / 201 N. Colcord Rd Payson AZ 85541	Trooper Carter / Email	1/19/24	Served				Montgomery
1/19/24	Violation Notice	CP2401-11	Gila County Planning and Zoning	Gila County Planning and Zoning	Gary Ward	Gary Ward / 3769 Ellison Dr Pine AZ 85544	None	1/19/24	Attempted				Montgomery
1/18/24	Notice to Appear; Petition	JV202400003	Gila County Superior Court	State Of Arizona	Protected Information	Doug Arter / Protected Information	None	1/19/24	Attempted				Montgomery
1/19/24	Summons & Complaint	J0404CV202300031	Payson Regional Justice Court	Capital One	Waylon Burgwin	Waylon Burgwin / 1239 E Greenback Valley Rd Tonto Basin AZ 85553	None	1/19/24	Attempted				McDaniel
1/19/24	Summons	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	Restricted Until Served	None	1/22/24	Attempted			89.3	McDaniel
1/18/24	Notice to Appear; Petition	JV202400003	Gila County Superior Court	State Of Arizona	Protected Information	Doug Arter / Protected Information	Doug Arter / Protected Information	1/22/24	Served				McDaniel
1/22/24	Divorce Packet	S0400DO20240000 06	Gila County Superior Court	Christine Smith	Mark Smith	Mark Smith / 7F River Rd Gisela AZ 85541	None	1/22/24	Attempted				McDaniel
1/22/24	Travel for Training	None	None	Travel to Tucson for Bi-Annual Trai	ning			1/22/24	Completed				Rust, McDaniel, Montgomery
/23/24	Training	None	None	Tucson for Bi-Annual Training				1/23/24	Completed				Rust, McDaniel, Montgomery
/24/24	Training	None	None	Tucson for Bi-Annual Training				1/24/24	Completed				Rust, McDaniel, Montgomery
1/25/24	Travel for Training & Travel to Payson	None .	None	Training & Travel to Payson				1/25/24	Completed				Rust, McDaniel, Montgomery
1/26/24	Subpoena	J0404CT202300221 9	Payson Regional Justice Court	State Of Arizona	Fredric Mesford	Trooper Aldridge /Email	Trooper Aldridge /Email	1/26/24	Served			106.8	McDaniel
1/26/24	Subpoena	J0404CT202300258 2	Payson Regional Justice Court	State Of Arizona	William Goodell	Trooper Cope / Email	Trooper Cope / Email	1/26/24	Served				McDaniel
1/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk	Taylor Hauk / Protected Information	Taylor Hauk / Protected Information	1/26/24	Served				McDaniel
1/19/24		S0400DO20240000 06	Gila County Superior Court	Christine Smith	Mark Smith	Mark Smith / 205 S River Rd Gisela AZ 85541	Mark Smith / 205 S River Rd Gisela AZ 85541	1/26/24	Served				McDaniel
1/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk	Officer Barr / 303 N Beeline HWY Payson AZ 85541	Payson PD Records / Email	1/26/24	Served				McDaniel
/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk	Officer Deschaaf / Email	Officer Deschaaf / Email	1/26/24	Served				McDaniel
/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk	Officer Deaton / Email	Officer Deaton / Email	1/26/24	Served				McDaniel
/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk	Protected Information	Protected Information	1/26/24	Served				McDaniel
/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk	Protected Information	Protected Information	1/26/24	Served		7.18		McDaniel
/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk		Autumn Green / Protected Information	1/26/24	Served				McDaniel

Deputy: Steven Montgomery

Constable:	Tony McDaniel	
County:	Gila	-
Precinct:	Payson	_





Date								D-4-			Mileage Total: 1		
ceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage	Mileage End	Daily Mileage	Notes & Served I
1/26/24	Summons Evition Action	J0404CV202400003	Payson Regional Justice Court	Mitchell Culp	Andrew Culp	Andrew Culp / 279 E Springdale Dr Star Valley AZ 85541	Andrew Culp / 279 E Springdale Dr Star Valley AZ 85541	1/26/24	Sarvad				McDaniel
						,	Di Star Valley FE 000-11	1/20/21	Scived				WicDattiei
1/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	Payson PD Records / Email	1/26/24	Served				McDaniel
1/26/24	Hearing Notice Small Claims	J0404CV202400000 5	Payson Regional Justice Court	Noah Taylor	Jason Lofquist	Jason Lofquist / 210 N Snider Way Payson AZ 85541	None	1/26/24	Attempted				McDaniel
	Hearing Prior to Issuance Injunction Against harassment	J0404PO202400001	Payson Regional Justice Court	Protected Information	Madd Rons	Maddd Rons / Unknown Pine AZ	None	1/26/24	Attempted				McDaniel
1/26/24	Hearing Notice Small Claims	J0404CV202400000 5	Payson Regional Justice Court	Noah Taylor	Jason Lofquist	Jason Lofquist /808 S McLane Payson AZ 85541	Jason Lofquist /808 S McLane Payson AZ 85541	1/26/24	Served				McDaniel
1/19/24	Criminal Subpoena	CR2022468	Gila County Superior Court	State Of Arizona	Chad Hauk	Officer Farren / 303 N Beeline HWY Payson AZ 85541	Officer Farren / Email	1/26/24	Served				McDaniel
	Injunction Against Harassment	J0404PO202400001	Payson Regional Justice Court	Protected Information	Tyler Whitley	Tyler Whitley / ATL Hotiels in area Payson AZ 85541	None	1/26/24	Attempted				McDaniel
1/19/24	Violation Notice	CP2401-11	Gila County Planning and Zoning	Gila County Planning and Zoning	Gary Ward	Gary Ward / 3769 Ellison Dr Pine AZ 85544	Gary Ward / 3769 Ellison Dr Pine AZ 85544	1/26/24	Served				McDaniel
1/26/24	Bond Forfeiture Hearing	J0404CM20220001 23	Payson Regional Justice Court	State Of Arizona	Nicholas Blesh	Nicholas Blesh / 3793 N HWY 87 #12 Pine AZ 85544	None	1/26/24	Attempted				McDaniel
1/26/24	Bond Forfeiture Hearing	J0404CM20220001 23	Payson Regional Justice Court	State Of Arizona	Nicholas Blesh	Jennifer Blasingame / 3793 N HWY 87 #12 Pine AZ 85544	None	1/26/24	Attempted				McDaniel
1/26/24	Bond Forfeiture Hearing	J0404CM20220001 23	Payson Regional Justice Court	State Of Arizona	Nicholas Blesh	Jennifer Blasingame / 714 S Beeline HWY Payson AZ 85541	Jennifer Blasingame / 714 S Beeline HWY Payson AZ 85541	1/26/24	Served				McDaniel
1/26/24	30 Day Notice	None	None	Mountain Shadows	Barbara Heyn	Barbara Heyn / 609 S Colcord Rd #22 Payson AZ 85541	None	1/26/24	Attempted				McDaniel
1/26/24	30 Day Notice	None	None	Mountain Shadows	Barbara Heyn	Barbara Heyn / 609 S Colcord Rd #22 Payson AZ 85541	Barbara Heyn / 609 S Colcord Rd #22 Payson AZ 85541	1/26/24	Served			***************************************	McDaniel
1/26/24	Subpoena	2023CM109	Payson Regional Justice Court	State Of Arizona	Casey Pease	Officer Farren / 303 N Beeline HWY Payson AZ 85541	Officer Farren / Email	1/29/24	Served			92.2	McDaniel
1/26/24	Subpoena	2023CM124	Payson Regional Justice Court	State Of Arizona	Austin Libby	Officer Odorcic / Game & Fish	Officerr Odorcic / Email	1/29/24	Served				McDaniel
	Injunction Against Harassment	J0404PO202400001 8	Payson Regional Justice Court	Protected Information	Tyler Whitley	Tyler Whitley / 712 N Ponderosa Cir Payson AZ 85541	None	1/29/24	Attempted				McDaniel
	Injunction Against Harassment	J0404PO202400001	Payson Regional Justice Court	Protected Information	Tyler Whitley	Tyler Whitley / 809 E HWY 260 Payson AZ 85541	None	1/29/24	Attempted				McDaniel
	Injunction Against Harassment	J0404PO202400001		Protected Information	Tyler Whitley	Tyler Whitley / 809 E HWY 260 Payson AZ	Tyler Whitley / 809 E HWY 260						
		CE23-0206	None	Town of Payson	Shelton Keith	Shelton Keith / 211 S Goodnow Rd Payson AZ 85541	Payson AZ 85541 Danielle Piazza / 211 S	1/29/24					McDaniel
	Subpoena	J04004CT20240002		State Of Arizona	Carlos Chavez		Goodnow Rd Payson AZ 85541	1/29/24					McDaniel
2,25,24	ourpodin.		Payson Regional	June of Alizona	Canos Chavez	Trooper Keating / Email	Trooper Keating / Email	1/29/24	served				McDaniel

Deputy	Stoven	Montgomery

Constable: Tony McDaniel

County: Gila
Precinct: Payson





Date Date	erved/Attempted:	133									age Total:		
Date eceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served E
1/26/24	Subpoena	2023TR169	Payson Regional Justice Court	State Of Arizona	Kevin Carr	Deputy Kerszykowski / 108 W Main St Payson AZ 85541	GCSO Box & Email / 108 W Main ST Payson AZ 85541	1/29/24	Served				McDaniel
1/26/24	Subpoena	2023CM109	Payson Regional Justice Court	State Of Arizona	Casey Pease	Protected Information	Protected Information	1/29/24	Served				McDaniel
1/26/24	Subpoena	2023CM109	Payson Regional Justice Court	State Of Arizona	Casey Pease	Ricky Fletcher / Protected Information	Ricky Fletcher / Protected	1/29/24					McDaniel
1/26/24	Subpoena	2023CM109	Payson Regional Justice Court	State Of Arizona	Casey Pease	Vanessa VanHorn / Protected Information	Vanessa VanHorn / Protected	1/29/24					McDaniel
1/26/24	Notice to Appear; Petition	JV202400014	Gila County Superior Court	State Of Arizona	Protected Information	Wanda Dotson / Protected Information	Wanda Dotson / Protected Information	1/29/24					McDaniel
	Notice to Appear; Petition	JV202400014	Gila County Superior	State Of Arizona	Protected Information	Protected Information							
			Gila County Superior				None		Attempted				McDaniel
1/26/24	Notice to Appear; Petition	JV202400014	Gila County Superior	State Of Arizona	Protected Information	Protected Information	None	1/29/24	Attempted				McDaniel
1/26/24	Notice to Appear; Petition	JV202400014	Court	State Of Arizona	Protected Information	Protected Information	Protected Information	1/29/24	Served				McDaniel
1/30/24	Order of Protection	FC2024000501	Maricopa Superior Court	Protected Information	Dustin Bullard	Dustin Bullard / 604 S Ponderosa St Payson AZ 85541	None	1/30/24	Attempted			120.8	McDaniel
1/30/24	Order of Protection	FC2024000501	Maricopa Superior Court	Protected Information	Dustin Bullard	Dustin Bullard / 607 W Main St Payson AZ 85541	Dustin Bullard / 607 W Main St Payson AZ 85541	1/30/24	Served				McDaniel
1/26/24	Notice to Appear; Petition	JV202400009	Gila County Superior Court	State Of Arizona	Protected Information	Donald Schwartz / Protected Information	Donald Schwartz / Protected Information	1/30/24	Served				McDaniel
1/26/24	Notice to Appear; Petition	JV202400009	Gila County Superior Court	State Of Arizona	Protected Information	Protected Information	None	1/30/24	Attempted				McDaniel
1/26/24	Notice to Apear; Petition	JV202400010	Gila County Superior Court	State Of Arizona	Protected Information	Amanda Tunison / 301 S McLane Rd Payson AZ 85541	None	1/30/24	Served				McDaniel
1/26/24	Notice to Apear; Petition	JV202400010	Gila County Superior Court	State Of Arizona	Protected Information	Protected Information	Protected Information	1/30/24	Served				McDaniel
1/29/24	Zoning Violation Notice	None	None	Town of Payson	Kerri & Brian Clifford	Kerri & Brian Clifford / 501 E Bonita St Payson AZ 85541	Kerri Clifford / 501 E Bonita St Payson AZ 85541	1/30/24	Served				McDaniel
1/30/24	Child custody Packet	50400DO20230021 2	Gila County Superior Court	Jamie Bender	Jessica Faulds	Jessica Faulds / 143 Tonto Creek Trl Tonto Basin AZ 85553	Jessica Faulds / 143 Tonto Creek Trl Tonto Basin AZ 85553	1/30/24	Served				McDaniel
1/30/24	Civil Summons	S0400CV20240001	Gila County Superior Court	Jamie Bender	Jessica Faulds	Jessica Faulds / 143 Tonto Creek Trl Tonto Basin AZ 85553	Jessica Faulds / 143 Tonto Creek Trl Tonto Basin AZ 85553	1/30/24	Served				McDaniel
1/30/24	Summons Eviction Action	CV202441	Payson Regional Justice Court	Ray McBurnett	Thomas Zanon	Thomas Zanon / 1305 W Red Baron Rd #1 Payson AZ 85541	Posted & Certified Mailed /1305 W Red Baron #1 Payson AZ 85541	1/30/24					McDaniel
1/30/24	Summons Eviction Action	CV202442	Payson Regional Justice Court	Ray McBurnett	Dave Keeney	Dave Kenney / 1305 W Red Baron #4 Payson AZ 85541	Posted & Certified Mailed	1/30/24					
	Summons Eviction Action		Payson Regional Justice Court	Ray McBurnett		Thomas Zanon / 817 W Summit ST Payson							McDaniel
		2023CM112	Payson Regional Justice Court	State Of Arizona	Thomas Zanon Robin Dancer	AZ 85541 Officer Barr / 303 N Beeline HWY Payson AZ 85541	None	1/30/24	Attempted				McDaniel

Deputy: Steven Montgomery

 Deputy

Constable: Tony McDaniel

County: Gila Precinct: Payson





	Served/Attempted:	133				* All and the second				Mile	eage Total:	e Total: 1330.4				
Date eceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start		Daily	Notes & Served B			
								Served		Start	End	Mileage				
			Payson Regional			Officer Farren / 303 N Beeline HWY Payson										
1/30/24	Subpoena	2023CM112	Justice Court	State Of Arizona	Robin Dancer	AZ 85541	Officer Farren / Email	1/31/24	Served				McDaniel			
			Daniel Daniel													
1/30/24	Subpoena	2023CM112	Payson Regional Justice Court	State Of Arizona	Robin Dancer	Officer Bathke / Email	Officer Bathke / Email	1/31/24	count.	St. U.S.						
-,,-		Location	Justice court	State of Arizona	NODIT DATICET	Officer battike / Email	Officer bathke / Email	1/31/24	Served				McDaniel			
			Payson Regional			Thomas Zanon / 817 W Summit ST Payson										
1/30/24	Summons Eviction Action	CV202441	Justice Court	Ray McBurnett	Thomas Zanon	AZ 85541	None	1/31/24	Attempted				McDaniel			
										1						
1/30/24	Summons Eviction Action	CV202441	Payson Regional Justice Court	Ray McBurnett	Thomas Zanon	Thomas Zanon / 817 W Summit ST Payson AZ 85541	Posted & Certified Mailed / 817	. /2. /2.								
1/30/24	Hearing Prior to Issuance	CV202441	Justice Court	hay wicburnett	Inomas Zanon	AZ 85541	W Summit St Payson AZ 85541	1/31/24	Served				McDaniel			
	Injunction Against	J0404PO202400001	Payson Regional													
1/25/24	harassment	6	Justice Court	Protected Information	Madd Rons	Maddd Rons / Unknown Pine AZ	None	1/31/24	Attempted				McDaniel			
							Paul Bryan Gerth / 101 N									
1/31/24	Nation					Paul Bryan Gerth / 101 N Bobcat Trl Tonto	Bobcat Trl Tonto Basin AZ									
1/31/24	Notice	None	None	John Dryer	Paul Bryan Gerth	Basin AZ 85553	85553	1/31/24	Served			W.L	Montgomery			
			Payson Regional				Jancie D Castas / Protected									
1/31/24	Subpoena	2023CM112	Justice Court	State Of Arizona	Robin Lynn Dancer	Jancie D. Castas / Protected Information	Information	1/31/24	Served				Montgomery			
										2000						
. /2. /2.			Payson Regional				Patricia Kaye Fulton / Protected									
1/31/24	Subpoena	2023CM112	Justice Court	State Of Arizona	Robin Lynn Dancer	Patricia Kaye Fulton / Protected Information	Information	1/31/24	Served				Montgomery			
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GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

DATE 2/5/2024

GILA COUNTY THE ASURER RECEIVED KT

CONTRACT #					
GRANT #					
DEPOSIT TO FUND General	Fund		FU	ND#	
REMITTING AGENCY Paysor	Regional Co	instable Office #321			
BILLING PERIOD January 20)24				
Account Code		Revenue Description		Amount	
1005.321.3405.80	1173	Service Fees		1493.92	-
					Lucia
				1493.92	
Preparer Signature: 4	bely 1	Bust	Title Co	onstable Clerk	
Approved Signature:	U			Constable	
SUMMARY OF DEPOSIT					
Currency					
Goins	11.020	3 0			
Total S	1493.0	12			
Total P	1/4920	1 0		,	
TREASURER BY	0 0 000	Falier	0	46/2024	
	RESET FORM		Date	10100	

ARF-8597

Consent Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 03/05/2024

Reporting Monthly Report for January 20024

Period:

Submitted For: Mary Navarro, Justice Court Operations Mgr. **Submitted By:** Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office monthly report for January 2024.

Suggested Motion

Acknowledge of the January 2024 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

GRJC January 2024 Remittance Report

January, 2024	AZTEC	CURRENT ACCOUNT	OLD ACCOUNT	AMOUNT	5% FILL THE	ADJUSTED
	CODE	CODE	CODE	411.004750	GAP SET ASIDE	
	CODE	CODE	CODE	ALLOCATED	(This Column is Formulated)	(This Column is Formulated)
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Automobile Theft Authority Fund	ZATA		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint Drug and Gang Enforcement Fines	ZCPRF		STATE	\$ 279.18	1717	\$ 265.22
Dangerous Plants, Pests, & Dieseases Trust Fund	ZDPP		STATE	\$ 370.31 \$ -	\$ 18.52	\$ 351.79
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 77.50	T	\$ - \$ 73.62
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,100.06		\$ 1,100.06
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 476.65		\$ 476.65
FARE Enhanced Special Collections Fee	ZFAR3		STATE	\$ 1,366.18		\$ 1,366.18
FARE Enhancement Fee \$49.00	ZFAR4		STATE	\$ 1,517.58	\$ -	\$ 1,517.58
Game and Fish - Wildlife	ZGF		STATE	\$ 31.46	\$ 1.57	\$ 29.89
Extra DUI Assessment \$500	ZGFDU		STATE	\$ -	\$	\$
HURF 1 28-5438, 2533C HURF 3 28-5433C, 4139	ZHRF1 ZHRF3	The second second	STATE	\$ -	\$ -	\$
HURF - to DPS	ZHRF3 ZHRFD		STATE STATE	\$ -	\$ -	\$
Registrar of Contractors	ZRCA		STATE	\$ -	\$ \$	\$
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 252.18	\$ 12.61	\$ 239.57
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ 202.10	\$ -	\$ 239.57
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 2,167.06	\$ 108.35	\$ 2,058.71
State Treasurer General Fund	ZSTAT		STATE	\$ -	\$	\$ -
Clean Elections Surcharge 1%	ZCEF2	893-2061 (Cnty for State)	STATE	\$ 105.30	\$ -	\$ 105.30
AZ DPS Forensics Fund	ZADPS	0872-2061		\$ 628.06	\$ 31.40	\$ 596.66
Alternative Dispute Resolution Arson Detection Reward Fund 41-2167D	ZADR	848-2061	T848-2061	\$ 44.49	\$ 2.22	\$ 42.27
Disputed Credit Charge Fee	ZADRF ZBAD	901-2061	T901-2061	\$ -	-	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ - \$ 73.63	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 73.63 \$ 3.87	\$ 3.68 \$ 0.19	\$ 69.95 \$ 3.68
\$5 Constable Training Fund	ZCECF	0915-2061		\$ 3.67	\$ -	\$ -
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,298.02	\$ -	\$ 1,298.02
Justice Court Enhancement Fee	ZCTEF	4746.311-3400.15		\$ 940.00	\$ 47.00	\$ 893.00
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 6,121.69	\$ 306.08	\$ 5,815.61
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 3,500.00	\$ 175.00	\$ 3,325.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 108.42	\$ 5.42	\$ 103.00
DUI Abatement Elected Officials Retirement Fund 15.30%	ZDUIA	889-2061	T889-2061	\$ 29.29	\$ 1.46	\$ 27.83
Elected Officials Retirement Plan 6.00%	ZEORF	801-2061 0874-2061	T801-2061	\$ 331.92	\$ 16.60	\$ 315.32
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	0874-2061 X25001335-4835	\$ 141.29 \$ 130.63	\$ 7.06	\$ 134.23
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,307.23		\$ 124.10 \$ 1,241.87
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 12,750.08		\$ 12,112.58
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 904.26		\$ 859.05
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 432.03		\$ 410.43
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 763.54		\$ 763.54
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 147.82		\$ 140,43
Judicial Collection Enhancement \$13 Judicial Collection Enhancement %PC	ZJCS	840-2061	T840-2061	\$ 1,418.03		\$ 1,418.03
lail (Incarceration) Fees	ZJCSF ZJF	840-2061	T840-2061	\$ 382.25		\$ 363.14
ocal Costs	ZLCL1-5	1005.300-442-3405.40 1005.311-3400.10	X10502442-4651 X105-4450	\$ 408.50 \$ 30.00	·	\$ 408.50
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 30.00 \$ 1,519.25		\$ 28.50 \$ 1,443.29
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 1,012.80	1 - 1 - 1	\$ 1,443.29 \$ 1,012.80
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ -		\$ 1,012.60
aw Enforcement Boating Safety Fund	ZLEAB	958-2061		\$ -	\$	\$
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ -	\$ -	\$ -
Medical Services Enhancement 13%	ZMSEF	813-2061		\$ 1,834.56		\$ 1,742.83
2011 Additional Assessment - State Treasurer	ZOS1	930-2061		\$ 1,933.35		\$ 1,836.68
2011 Additional Assessment - County Treasurer Difficer Safety Equipment - City Police - Globe (CP)	ZOS2	931-2061		\$ 241.62	\$ 12.08	
Officer Safety Equipment - City Police - Globe (CP) Officer Safety Equipment - Sheriff (SHF)	ZOS3	932-2061		\$ 59.30		\$ 56.33
Officer Safety Equipment - DPS (DPS)	ZOS4 ZOS5	933-2061 934-2061		\$ 90.79 \$ 799.15		\$ 86.25
Officer Safety Equipment - MVD/ADOT (MVD)		935-2061		\$ 799.15 \$ -		\$ 759.19 \$ -
Officer Safety Equipment - Game and Fish (GF)		936-2061		\$ 4.00		\$ 3.80
Officer Safety - Registrar of Contractors (ROFC)		937-2061		\$ -		\$ -
Officer Safety Equipment-Animal Control	ZOS10			\$ -		\$
Officer Safety Equipment - Globe Fire (FD)		938-2061		\$ -		5 -
Officer Safety Equipment - County Attorney		953-2061		\$ 0.06	\$ - !	0.06
rizona Department of Insurance (ADOI)		939-2061		\$ -	\$ - !	-
Officer Safety Equipment - Miami Police Dept. (MPD)		940-2061		\$ 4.44	\$ 0.22	4.22
lealth and Human Services (HHS) iila County Animal Control (R)				\$ -	\$ - 5	
officer Safety - San Carlos Tribal Police (SCPD)		942-2061 943-2061		\$ \$ 8.00	\$ 6	7.00
riCity Fire Department (TRIFI)				\$ 8.00 \$ -	\$ 0.40 5	7.60
an Carlos Game and Fish (SCGF)		THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW		\$ -	\$	
officer Safety Equip Hayden Police Dept. (HPD)					\$ 0.02	0.40
rizona Department of Liquor (ADL)					\$ - 9	
fficer Safety Equipment - Attorney General Office		959-2061			\$ - 3	
verpayment Forfeited/Non-Refundable Overpayment	ZOVF	1005.311.3510.10	X105-4831	\$ 105.50	\$ 5.28	100.22
ver Payment Refund	ZOVR				S - 3	

Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	15	132.07	1 \$	6.60	S	125.47
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$	2,301.44	\$	115.07	\$	2,186.37
Peace Officer Train. Equip. Fund \$4	ZPOTE	0963-2061		\$	874.14	S	43.71	\$	830.43
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$	= -	\$	-	\$	= =
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$	_	s	_	\$	
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$	4.876.97	\$	243.85	\$	4,633.12
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$	918.62	\$		\$	918.62
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182~4620	\$		\$		\$	
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$		\$		\$	
Security Enhancement Fee	ZSECE			\$	86	\$		\$	
State Highway Fund	ZSHWY			\$	+.	\$		\$	
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$	-	\$		\$	_
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-340-3510.10	X105-4264	\$	524.87	\$	26.24	\$	498.63
Technical Registration Fund (\$15 Drug offenses)	ZTECH	0833-2061		\$	-	\$	- 1	\$	
Victims Assistance Fund	ZVAF	814-2061	T814-2061	\$	-	\$		\$	_
Victims Compensation Assist. Fund \$9	ZVCAF	0954-2061		\$	788.46	\$	39.42	\$	749.04
Victim Rights Enforcement Fund	ZVREA	0957-2061	T957-2061	\$	478.45	\$	23.92	\$	454.53
Victim Rights Essessment Fund \$9	ZVRF	0847-2061		\$	1,310.28	\$	65.51	\$	1,244.77
Local Warrant Fee	ZWAR			\$		\$		S	
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$		S		\$	
HURF - to City Police	ZHRFC		CITY POLICE	\$		\$	-	\$	
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$		S	2 -	\$	
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	\$	129.45	\$	6.47	\$	122.98
TOT	ALS			\$	59,586.50	\$	2,460.02	\$	57,126.48
			TOTAL ADJUST	TED E	BALANCE V	ERIF	ICATION	5	57,126.48

DATE CHECK NO. AMOUNT MONTHLY REMITTANCE TO:

\$ 7,479.27 ARIZONA STATE TREASURER
\$ 52,107.23 GILA COUNTY TREASURER

\$ 59,586.50 TOTAL DISTRIBUTIONS THIS MONTH

TOTAL RESTITUTION RECEIVED \$

TOTAL RECEIPTS THIS MONTH \$

468.16

60,054.66

l, Jordan Reardon, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of January, 2024.

Justice of the Peace/Court Operations Manager

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: January, 2024

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 3,266.00
RECEIVED DURING THE MONTH	\$28,159.00
DISBURSED DURING THE MONTH	\$104,533.45
BALANCE AT THE END OF THE MONTH	\$3,266.00

Clerk

Justice of the Peace/Court Manager

^{*}Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports — the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-8579

Consent Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 03/05/2024 Reporting August 2023

Period:

Submitted For: Andrea Hamm, Court Manager **Submitted By:** Andrea Hamm, Court Manager

Information

Subject

Payson Regional Justice of Peace's Office Monthly Report for November 2023.

Suggested Motion

Acknowledgment of the November 2023 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

November 2023 Monthly report

NOVEMBER, 2023	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
AZ DPS Forensics Fund	ZADPS	0872-000-000-2061-00	0872-2061	\$ 483.81	\$ 24.19	
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 61.16	\$ 3.06	\$ 58.10
Public Defender Fee	ZPUBZ	1005000-314-000-3400-11	X10501314004383	\$ 74.21		\$ 74.2
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 97.01	\$ 4.85	\$ 92.16
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		\$ 5.10	\$ 0.26	\$ 4.84
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	\$ 25.00	\$ 1.25	\$ 23.75
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 848.91		\$ 848.9
Citizens Clean Elections 1%	ZCEF2	0888000-000-000-2061-00	T893-2061	\$ 57.25	faxor - Time	\$ 57.25
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 3,590.27	\$ 179.51	\$ 3,410.76
Justice Court Enhancement Fee	ZCTEF	4747-314_3400.15		\$ 1,180.00	\$ 59.00	\$ 1,121.00
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 2,800.00	\$ 140.00	\$ 2,660.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 26.03	\$ 1.30	\$ 24.73
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 456.13	\$ 22.81	\$ 433.32
Elected Officials Retirement Plan 6%	ZEORP			\$ 194.13	\$ 9.71	\$ 184.42
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,795.92	\$ 89.80	\$ 1,706.12
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 7,962.55	\$ 398.13	\$ 7,564.42
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 594.42	\$ 29.72	\$ 564.70
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$.	\$
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	5 .	s .	\$.
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 331.45		\$ 331.45
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 203.07	\$ 10.15	\$ 192.92
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 615.55	10.13	\$ 615.55
Judicial Collection Enhancement %PC	ZJCSF	0802000-000-000-2061-00	T840-2061	\$ 525.09	\$ 26.25	\$ 498.84
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ (483.45)	20.25	
Local Costs	ZLCL	1005000-300-340-3403-40	X105-4831	\$ (403.43)	\$.	\$ (483.45
Administrative Costs	ZMISC	1005000-314-000-3510-10	X105-4886	\$.	\$	\$.
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,103.41	\$ 55.17	
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00	1013-2001	\$ 1,088.25	\$ 54.41	110.00
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 135.95		1100010
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00				\$ 129.15
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00			\$ 0.35	\$ 6.63
				\$ 32.41	\$ 1.62	\$ 30.79
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 475.57	\$ 23.78	\$ 451.79
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$	\$ -	\$
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 27.30	\$ 1.37	\$ 25.93
Officer Safety - Registrar of Contractors (ROC)	ZOS8	Application of the second		\$ 0.10	\$ 0.01	\$ 0.09
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$.	\$
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 1.66	\$ 0.08	\$ 1.58
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 15.01	\$ 0.75	\$ 14.26
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$.	\$ -	\$ -
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		\$ 513.91	\$ 25.70	\$ 488.21
Probation Assessment	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 2,720.65	\$ 136.03	\$ 2,584.62
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 2,162.18	\$ 108.11	\$ 2,054.07
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 326.96		\$ 326.96
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 217.96		\$ 217.96
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$.	\$.	\$ -
Victim Comp Assistance Fund	ZVCAF	0954-2061		\$ 454.75	\$ 22.74	\$ 432.01
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 271.96	\$ 13.60	\$ 258.36
Victim Rights Fund	ZVRF	847-2061		\$ 756.06	\$ 37.80	\$ 718.26
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	S -	\$ -	\$
AZ Native Plant Fund	ZANP	0883-2061	STATE/COUNTY	\$	\$ -	\$
ARSON DETECTION	ZADRF	0883-2061	STATE/COUNTY	\$ -	\$ -	5
Child Passenger Restraint	ZCPRF	0883-2061	STATE/COUNTY	\$ 110.95	\$ 5.55	\$ 105.40
Drug and Gang Enforcement Fines	ZDECJ	0883-2061	STATE/COUNTY	\$ 83.94	\$ 4.20	\$ 79.74
DUI Abatement	ZDUIA	0883-2061	STATE/COUNTY	\$ 250.00	\$ 12.50	\$ 237.50
Domestic Violence Services Fund	ZDVSF	0883-2061	STATE/COUNTY	\$ 101.00	\$ 5.05	\$ 95.95
FARE Special Collection Fee 19%	ZFAR1	0883-2061	STATE/COUNTY	\$		\$
FARE Delinquency Fee \$35.00	ZFAR2	0883-2061	STATE/COUNTY	\$.		
FARE Enhanced Special Collection Fee	ZFAR3	0883-2061	STATE/COUNTY	\$ 1.007.93	ATTENDED TO THE	\$ 1,007.93
FARE Enhanced Delinquency Fee	ZFAR4	0883-2061	STATE/COUNTY	\$ 943.06		\$ 943.06
Game and Fish - Wildlife	ZGF	0883-2061	STATE/COUNTY	\$ 274.66	\$ 13.73	\$ 260.93
HURF 1 28-5438, 2533C	ZHRF1	0883-2061	STATE/COUNTY	\$ 274.00	\$ -	200.93
HURF 3 28-5433C, 4139	ZHRF3	0883-2061	STATE/COUNTY	\$	\$.	\$
HURF - to DPS	ZHRFD	0883-2061	STATE/COUNTY	s -	s	THE RESERVE ASSESSMENT
Prison Construction Fund	ZPCOF	0883-2061	STATE/COUNTY	\$ 2,668.00	\$ 133.40	\$ 2,534.60
Registrar of Contractors	ZRCA	0883-2061	STATE/COUNTY	2,000.00	\$ 133.40	2,034.00
State Highway Fund	ZSHWY	0883-2061	STATE/COUNTY	\$	\$.	\$
State Highway Work Zone Fund	ZSHWZ	0883-2061	STATE/COUNTY	5	\$.	Š
		0883-2061			Marie Control of the	
Display Suspended Plates (DPS)	ZSLPD		STATE/COUNTY	\$ 579.03	\$ 28.95	\$ 550.08
Sex Offender Mon Fund	ZSOMF	0883-2061	STATE/COUNTY	\$ 3.89	\$ 0.19	\$ 3.70
State Photo Enforcement Base Fine	ZSPBF	0883-2061	STATE/COUNTY	\$	\$ -	\$ 100 Market
State Photo Enforcement Clean Election Surcharge	ZSPCE	0883-2061	STATE/COUNTY	\$ -	\$ -	\$
Bad Check Program - County Attorney	ZBAD	Let Visit in the let	COUNTY ATTY	\$		\$
Gila County DARE Program	ZDARE	0855-2061	GILA COUNTY	\$	\$	\$
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 43.62	\$ 2.18	\$ 41.44
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$
Display Suspended Plates (T.A.R. Police)	ZSLPX	SECULO SECULO	T.A.R. POLICE	\$ 15.13	\$ 0.76	\$ 14.37
TOTAL	S	Control of the Contro		\$ 37,835.89	\$ 1,694.82	\$ 36,141.07

	DATE	CHECK NO.	A	MOUNT	MONTHLY REMITTANCE TO:
			\$	31,961.19	GILA COUNTY TREASURER
			\$	5,818.89	ARIZONA STATE TREASURER
			\$	*	GILA COUNTY BAD CHECK PROGRAM
			\$	2	COUNTY PMTS: DARE
			\$	41.44	SHERIFF SUSPENDED PLATES AND HURF
			\$		CITY POLICE SUSPENDED PLATES AND HURF
			\$	14.37	T.A.R.POLICE SUSPENDED PLATES
ALL FUNDS TO GILA COUNTY TREASURER	12/6/2023	7079	\$	37,835.89	TOTAL DISTRIBUTIONS THIS MONTH

I, DONALD J GARVIN, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for NOVEMBER, 2023

DONALD J GARVIN
Gila County Justice of the Peace

PREDARBR: YVETTE HOFFMAN

12/6/2023

Limited Jurisdiction Courts

Misdemeanor, Criminal And Civil Traffic Caseload Summary By Case

PAYSON REGIONAL JUSTICE COURT - 404 START DATE : 11/1/2023 END DATE :11/30/2023

		Total Filings &	Dispositions	Clearance Rate		
LINE ID	CASE TYPE	Total Filings*	Total Dispositions**	Clearance Rate	Cases Pending End Of Month	Cases on Warrants Status
	Section - 1 Misdemeanor					
	Person					
Α	Person-Sex Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
В	Person-Kidnapping	<u>0</u>	<u>0</u>	0.00 %	1	1
С	Person-Aggravated Assaults	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>1</u>
D	Person-Other Assaults	1	<u>6</u>	600.00 %	<u>77</u>	<u>76</u>
	Property					
E	Property-Burglary	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
F	Property-Auto Theft	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
G	Property-Other	<u>2</u>	7	350.00 %	<u>76</u>	<u>85</u>
	Other					
Н	Drug Possession/Paraphernalia	<u>0</u>	1	0.00 %	<u>102</u>	<u>130</u>
1	Weapons	<u>0</u>	<u>0</u>	0.00 %	1	1
J	Public Order	2	<u>4</u>	200.00 %	<u>114</u>	<u>97</u>
K	Interfering With Judicial Proceedings	<u>0</u>	1	0.00 %	<u>16</u>	<u>13</u>
L	Failure to Appear/Misd&CrimTraffic	<u>0</u>	<u>0</u>	0.00 %	<u>5</u>	<u>1</u>
М	Petty Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>4</u>	1
N	Other	3	4	133.33 %	<u>130</u>	<u>128</u>
0	Section 1: Total Misdemeanor	8	23	287.50 %	526	534
	Section - 2 Criminal Traffic					
	DUI					
Α	Motor Vehicle	2	<u>2</u>	100.00 %	<u>70</u>	<u>74</u>
В	Extreme Motor Vehicle	<u>0</u>	1	0.00 %	23	44
С	Boating/Flying	0	0	0.00 %	<u>0</u>	<u> </u>
	Serious Violations	_	_	0.00 70	_	_
D	Leaving the Scene	<u>0</u>	<u>0</u>	0.00 %	<u>10</u>	<u>4</u>
E	Reckless Driving	1	0	0.00 %	<u>16</u>	<u> </u>
F	Racing on Highway	<u>0</u>	0	0.00 %	<u>0</u>	<u> </u>
G	All Other	<u>0</u>	<u> </u>	0.00 %	<u>2</u>	<u>2</u>
	Other Violations	_	_	0.00 70	-	-
Н	Criminal Speed	<u>6</u>	<u>2</u>	33.33 %	<u>47</u>	<u>24</u>
1	All Other	10	12	120.00 %	315	399
J	Section 2: Total Criminal Traffic	19	17	89.47 %	483	552
	Section - 3 CivilTraffic			09.47 /0	.00	
A	Driver License	<u>8</u>	<u>6</u>	75.00 %	<u>48</u>	<u>0</u>
В	Registration	8	<u>6</u>	75.00 %	343	<u>0</u>
С	Insurance	23	1 <u>0</u>	43.48 %	223	<u>0</u>
D	Speeding	60	32	53.33 %	233	1
E	Excessive Speeding	139	<u>75</u>	53.96 %	147	<u> </u>
F	Red Light	1	<u>0</u>	0.00 %	8	<u>0</u>
G	Seat Belt	4	<u> </u>	175.00 %	42	<u>0</u>
Н						
<u>п</u>	Marijuana Non-Criminal Other Civil Traffic	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
J	Section 3: Total Civil Traffic	2 <u>5</u> 268	<u>18</u>	72.00 %	214	2
J	J	208	154	57.46 %	1258	2
Δ.	Section - 4 Local - Non Criminal Ordinances			0.00.04	0	
A	Parking Non-Registration	0	0	0.00 %	0	<u>0</u>
В	Non-Parking	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
•	Section - 5 Felony		_	102.27	100	
Α	Total Felony	3	<u>5</u>	166.67 %	<u>133</u>	<u>51</u>
	GRAND TOTAL	298	199	66.78 %	2400	1139
	Section - 6 Domestic Violence					

Α	Felony-Domestic Violence	<u>0</u>	<u>0</u>	0.00 %	<u>4</u>	<u>0</u>
В	Misdemeanor-Domestic Violence	<u>2</u>	<u>0</u>	0.00 %	<u>80</u>	<u>0</u>
	Section - 7 Special Case Characteristics					
Α	Self Represented Litigants	<u>291</u>	<u>180</u>	61.86 %	<u>2136</u>	<u>984</u>
В	Interpreter Services Provided	2	<u>0</u>	0.00 %	<u>14</u>	<u>6</u>

Limited Jurisdiction Courts

						START DATE		END DATE : 11/30/20	023					
	Column ID	1	2	3	4	5	6	7	8	9	10	11	12	13
LINE ID	CASE TYPE	Begin P	ending	New Filing	Transfer In	Reopened	Reactivated	Termin	Terminations		Statistical	Correction	End Pending	
		Active	Inactive					Entry of Judgment	Reopened		Active	Inactive	Active	Inactive
	Section - 1 Civil		•											
Α	Small Claims	<u>26</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>			22	0
В	Forcible Detainer / Eviction Action	<u>21</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>			21	0
С	Tort	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
D	Contract	1	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	1	<u>0</u>	<u>0</u>			0	0
E	Debt-Seller Plaintiff	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
F	Other Civil	204	1	<u>33</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>22</u>	<u>0</u>	<u>0</u>			215	1
G	Total Civil Complaints	252	1	38	0	0	0	32	0	0			258	1
	Section - 2 Domestic Violence & Harassment Petitions													
Α	Civil Emergency Order of Protection	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
В	Civil Order of Protection	<u>21</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>			21	0
С	Injunction Against Harassment	<u>40</u>	0	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>	<u>0</u>	<u>0</u>			39	0
D	Injunction Against Workplace Harassment	<u>1</u>	<u>0</u>	1	<u>0</u>	<u>0</u>	<u>0</u>	1	<u>0</u>	<u>0</u>			1	0
	Section - 3 Special Case Characteristics													
Α	Self Represented Litigants	<u>306</u>	1	<u>51</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>44</u>	<u>0</u>	<u>0</u>			313	1

Interpreter Provided

2/7/2024 11:05:47 AM Page 1 of 1

ARF-8580

Consent Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 03/05/2024

Reporting December 2023

Period:

Submitted For: Andrea Hamm, Court Manager **Submitted By:** Andrea Hamm, Court Manager

Information

Subject

Payson Regional Justice of Peace's Office Monthly Report for December 2023.

Suggested Motion

Acknowledgment of the December 2023 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

Dec 2023 Reports

DECEMBER, 2023	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
AZ DPS Forensics Fund	ZADPS	0872000-000-000-2061-00	0872-2061	\$ 602.52	\$ 30.13	
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 60.08	\$ 3.00	
Public Defender Fee	ZPUBZ	1005000-314-000-3400-11	X10501314004383	\$ 52.40		52.4
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 23.76	\$ 1.19	22.5
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		\$ 1.24		1.1
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	\$ 10.00	\$ 0.50	
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,072.48	0.00	
Citizens Clean Elections 1%	ZCEF2	0888000-000-000-2061-00	T888-2061	\$ 80.10		
Criminal Justice Enhancement 67%		0812000-000-000-2061-00	T812-2061		The second secon	the second second second
	ZCJEF		1012-2001			
lustice Court Enhancement Fee	ZCTEF	4747-314_3400.15		\$ 1,120.00	\$ 56.00	
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 3,200.00	\$ 160.00	
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 32.23	\$ 1.61 5	
elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 447.96	\$ 22.40	
Elected Officials Retirement Plan 6%	ZEORP	0874000-2061-00	0874-2061	\$ 190.67	\$ 9.53	181.
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,763.88	\$ 88.19 \$	1,675.6
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 10,900.34	\$ 545.02 \$	10,355.3
fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 751.00	\$ 37.55 \$	713.4
allure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$.	S - 5	
extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$	\$	
udicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 309.34		
udicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 199.45	\$ 9.97	
udicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 574.48		
					8 25.70	
udicial Collection Enhancement %PC	ZJCSF	0802000-000-000-2061-00	T840-2061	\$ 515.76	\$ 25.79	
ail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 877.62		
ocal Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$.	\$ - 3	
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ -	\$ - 3	
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,393.93	\$ 69.70 \$	1,324.3
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,376.09	\$ 68.80 \$	1,307.2
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00	THE REAL PROPERTY.	\$ 171.92	\$ 8.60 \$	163.3
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 6.55	\$ 0.33 5	6.2
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 65.39	\$ 3.27 5	
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 597.24	\$ 29.86 5	
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00	The second second	\$.	\$ - 5	
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 17.00	\$ 0.85	
		0930000-000-000-2001-00			N. 100 P.	
Officer Safety - Registrar of Contractors (ROC)	ZOS8		Part Line Andrew	-		
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00	1 1000	\$.	\$ - 3	
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00	T - All Carlot	\$ 1.60	\$ 0.08 \$	
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	S - S	
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 12.00	\$ 0.60 \$	11.4
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$.	\$ - 3	
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		\$ 643.74	\$ 32.19 \$	611.5
Probation Assessment	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 3,448.46	\$ 172.42 \$	3,276.0
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 1,878.18	\$ 93.91 \$	1,784.2
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201401004777	\$ 682.20		
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 454.80	3	
Security Enhancement Fee (Local)	ZSECE	101 1000 000 000 0100 10	/AEEGGGGGGGGGG	\$ -	s - s	
	ZTECH	0833000-000-000-2061-00		\$.	\$	
echnical Registration Fund (\$15 Drug Offenses)						
/ictim Comp Assistance Fund	ZVCAF	0954-2061				
/ictim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 340.96	\$ 17.05	
/ictim Rights Fund	ZVRF	847-2061		\$ 939.87	\$ 46.99 \$	
ORFEIT BONDS TO TREASURER	ZFORF	1005000-314-000-3510-10	X105-4831	\$ -	5 - 3	
Z Native Plant Fund	ZANP	0883-2061	STATE/COUNTY	\$	\$ - 5	
RSON DETECTION	ZADRF	0883-2061	STATE/COUNTY	\$.	\$ - 3	
Child Passenger Restraint	ZCPRF	0883-2061	STATE/COUNTY	\$ 49.72	\$ 2.49 \$	47.2
Orug and Gang Enforcement Fines	ZDECJ	0883-2061	STATE/COUNTY	\$ -	\$ - \$	
OUI Abatement	ZDUIA	0883-2061	STATE/COUNTY	\$.	5 - 5	
Domestic Violence Services Fund	ZDVSF	0883-2061	STATE/COUNTY	\$ 25.00	\$ 1.25 \$	
ARE Special Collection Fee 19%	ZFAR1	0883-2061	STATE/COUNTY	\$ 145.83	120	
ARE Delinquency Fee \$35.00	ZFAR2	0883-2061	STATE/COUNTY	\$ 140.03	3	
			STATE/COUNTY	\$ 683.80		
ARE Enhanced Special Collection Fee	ZFAR3	0883-2061				
ARE Enhanced Delinquency Fee	ZFAR4	0883-2061	STATE/COUNTY	\$ 742.66		
Same and Fish - Wildlife	ZGF	0883-2061	STATE/COUNTY	\$ 292.76	\$ 14.64 \$	
IURF 1 28-5438, 2533C	ZHRF1	0883-2061	STATE/COUNTY	\$	\$ - 5	
IURF 3 28-5433C, 4139	ZHRF3	0883-2061	STATE/COUNTY	\$	5 - 3	
IURF - to DPS	ZHRFD	0883-2061	STATE/COUNTY	\$ -	\$ - 5	
Prison Construction Fund	ZPCOF	0883-2061	STATE/COUNTY	\$ 2,300.50	\$ 115.03 \$	2,185.4
tegistrar of Contractors	ZRCA	0883-2061	STATE/COUNTY	\$ -	\$ - 5	
tate Highway Fund	ZSHWY	0883-2061	STATE/COUNTY	\$	5 - 5	
tate Highway Work Zone Fund	ZSHWZ	0883-2061	STATE/COUNTY	\$.	5 - 5	
Display Suspended Plates (DPS)	ZSLPD	0883-2061	STATE/COUNTY	\$ 364.00	\$ 18.20 \$	
Sex Offender Mon Fund	ZSOMF	0883-2061	STATE/COUNTY	\$ 304.00	\$	
					\$	
State Photo Enforcement Base Fine	ZSPBF	0883-2061	STATE/COUNTY	\$		
State Photo Enforcement Clean Election Surcharge	ZSPCE	0883-2061	STATE/COUNTY	\$ 1000000000000000000000000000000000000	\$ - 5	
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	1	
Sila County DARE Program	ZDARE	0855-2061	GILA COUNTY	\$	3	
URF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ - 3	
isplay Suspended Plates (Sheriff's Office)	ZSLPS	0855-2061	SHERIFF	\$ 159.58	\$ 7.98 \$	151.6
IURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ - 5	
Display Suspended Plates	ZSLPC		CITY POLICE	\$ -	\$ - 5	
Display Suspended Plates (T.A.R. Police)	ZSLPX		T.A.R. POLICE	\$ 80.71	\$ 4.04 \$	

	DATE	CHECK NO.		AMOUNT	MONTHLY REMITTANCE TO:
			\$	40,101.46	GILA COUNTY TREASURER
			\$	4,452.66	ARIZONA STATE TREASURER
			\$		GILA COUNTY BAD CHECK PROGRAM
			\$		COUNTY PMTS: DARE
			\$	151.60	SHERIFF SUSPENDED PLATES AND HURF
			\$		CITY POLICE SUSPENDED PLATES AND HURF
			\$	76.67	T.A.R.POLICE SUSPENDED PLATES
Total to Gila County Treasurer	1/3/2024	708	7 \$	44,782.39	TOTAL DISTRIBUTIONS THIS MONTH

1, DONALD J GARVIN, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for DECEMBER. 2023

DONALD J GARVIN
Gila County Justice of the Peace

PREPARER: YVETTE HOFFMAN

1/3/2024

Motor

Limited Jurisdiction Courts

Misdemeanor, Criminal And Civil Traffic Caseload Summary By Case

PAYSON REGIONAL JUSTICE COURT - 404 START DATE : 12/1/2023 END DATE :12/31/2023

		Total Filings &	Dispositions	Clearance Rate			
LINE ID	CASE TYPE	Total Filings*	Total Filings* Total Total Filings* Dispositions**		Cases Pending End Of Month	Cases on Warrants Status	
	Section - 1 Misdemeanor						
	Person						
4	Person-Sex Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>	
3	Person-Kidnapping	<u>0</u>	<u>0</u>	0.00 %	1	1	
3	Person-Aggravated Assaults	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	1	
)	Person-Other Assaults	<u>3</u>	<u>0</u>	0.00 %	<u>80</u>	<u>78</u>	
	Property						
≣	Property-Burglary	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>	
F	Property-Auto Theft	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>	
3	Property-Other	<u>2</u>	<u>3</u>	150.00 %	<u>75</u>	<u>84</u>	
	Other						
4	Drug Possession/Paraphernalia	<u>0</u>	<u>0</u>	0.00 %	<u>102</u>	<u>129</u>	
	Weapons	<u>0</u>	<u>0</u>	0.00 %	<u>1</u>	<u>1</u>	
J	Public Order	<u>0</u>	<u>3</u>	0.00 %	<u>111</u>	<u>97</u>	
K	Interfering With Judicial Proceedings	1	<u>0</u>	0.00 %	<u>17</u>	<u>13</u>	
L	Failure to Appear/Misd&CrimTraffic	<u>0</u>	<u>0</u>	0.00 %	<u>5</u>	<u>1</u>	
М	Petty Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>4</u>	1	
N	Other	<u>2</u>	<u>6</u>	300.00 %	<u>126</u>	<u>127</u>	
0	Section 1: Total Misdemeanor	8	12	150.00 %	522	533	
	Section - 2 Criminal Traffic						
	DUI						
A	Motor Vehicle	<u>0</u>	<u>5</u>	0.00 %	<u>65</u>	<u>78</u>	
В	Extreme Motor Vehicle	<u>1</u>	<u>0</u>	0.00 %	<u>24</u>	44	
С	Boating/Flying	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>	
	Serious Violations						
D	Leaving the Scene	1	<u>0</u>	0.00 %	<u>11</u>	<u>4</u>	
Ξ	Reckless Driving	<u>0</u>	1	0.00 %	<u>15</u>	<u>5</u>	
F	Racing on Highway	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>	
G	All Other	<u>0</u>	<u>0</u>	0.00 %	2	<u>2</u>	
	Other Violations						
Н	Criminal Speed	<u>0</u>	<u>2</u>	0.00 %	<u>45</u>	<u>23</u>	
l	All Other	<u>9</u>	<u>13</u>	144.44 %	311	402	
J	Section 2: Total Criminal Traffic	11	21	190.91 %	473	558	
	Section - 3 CivilTraffic						
Ą	Driver License	<u>8</u>	<u>10</u>	125.00 %	46	<u>0</u>	
3	Registration	<u>10</u>	<u></u>	50.00 %	348	<u> </u>	
3	Insurance	<u>23</u>	<u>27</u>	117.39 %	219	<u>0</u>	
)	Speeding	<u>64</u>	<u>52</u>	81.25 %	245	1	
E	Excessive Speeding	<u></u>	<u>118</u>	135.63 %	<u>116</u>	<u> </u>	
=	Red Light	<u></u>	1	50.00 %	9	<u> </u>	
3	Seat Belt	<u>6</u>	<u> </u>	116.67 %	41	<u>0</u>	
Н	Marijuana Non-Criminal	<u>0</u>	<u>0</u>	0.00 %	0	<u>0</u>	
	Other Civil Traffic	31	16	51.61 %	229	1	
J	Section 3: Total Civil Traffic	231	236	102.16 %	1253	2	
	Section - 4 Local - Non Criminal Ordinances	201	200	102.10 70	.200	_	
Ą	Parking	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>	
В	Non-Parking	<u>0</u>	<u>0</u>	0.00 %	0	<u>0</u>	
	Section - 5 Felony	<u>V</u>	<u> </u>	0.00 %	<u></u>	<u> </u>	
A	Total Felony	Ω	1	50.00 %	<u>137</u>	<u>51</u>	
•	· · · · · · · · · · · · · · · · · · ·	<u>8</u>	<u>4</u>				
	GRAND TOTAL	258	273	105.81 %	2385	1144	

Α	Felony-Domestic Violence	<u>0</u>	<u>0</u>	0.00 %	<u>4</u>	<u>0</u>
В	Misdemeanor-Domestic Violence	<u>3</u>	<u>0</u>	0.00 %	<u>82</u>	<u>0</u>
	Section - 7 Special Case Characteristics					
Α	Self Represented Litigants	<u>246</u>	<u>262</u>	106.50 %	<u>2120</u>	<u>989</u>
В	Interpreter Services Provided	<u>0</u>	<u>0</u>	0.00 %	<u>14</u>	<u>7</u>

Limited Jurisdiction Courts

						START DATE	: 12/1/2023	END DATE : 12/31/2	023					
	Column ID	1	2	3	4	5	6	7	8	9	10	11	12	13
LINE ID	CASE TYPE	Begin P	ending	New Filing	Transfer In	Reopened	Reactivated	Termir	nations	Placed on Inactive Status	Statistical	Correction	End Pending	
		Active	Inactive					Entry of Judgment	Reopened		Active	Inactive	Active	Inactive
	Section - 1 Civil		•									•		
A	Small Claims	<u>22</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	2	<u>0</u>	<u>0</u>			22	0
В	Forcible Detainer / Eviction Action	<u>21</u>	<u>0</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>0</u>			22	0
С	Tort	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
D	Contract	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
E	Debt-Seller Plaintiff	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
F	Other Civil	<u>215</u>	1	<u>31</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>	<u>0</u>	<u>0</u>			239	1
G	Total Civil Complaints	258	1	40	0	0	0	15	0	0			283	1
	Section - 2 Domestic Violence & Harassment Petitions													
A	Civil Emergency Order of Protection	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
В	Civil Order of Protection	<u>21</u>	<u>0</u>	<u>5</u>	<u>0</u>	1	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>			22	0
С	Injunction Against Harassment	<u>39</u>	<u>0</u>	<u>10</u>	<u>0</u>	1	<u>0</u>	<u>11</u>	<u>0</u>	<u>0</u>			39	0
D	Injunction Against Workplace Harassment	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			1	0
	Section - 3 Special Case Characteristics													
							_		_					

<u>30</u>

<u>55</u>

Self Represented Litigants

Interpreter Provided

2/7/2024 11:10:22 AM

ARF-8581

Consent Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 03/05/2024
Reporting January 2024

Period:

Submitted For: Andrea Hamm, Court Manager **Submitted By:** Andrea Hamm, Court Manager

Information

Subject

Payson Regional Justice of Peace's Office Monthly Report for January 2024.

Suggested Motion

Acknowledgment of the January 2024 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

January 2024 Reports

JANUARY, 2024	AJACS	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Z DPS Forensics Fund	ZADPS	0872-000-000-2061-00	0872-2061	\$ 791.57	\$ 39,58	
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 70.84		\$ 67.
Public Defender Fee Confidential Address Assessment - State Treasurer	ZPUBZ	1005000-314-000-3400-11	X10501314004383	\$ 130.49		\$ 130
Confidential Address Assessment - State Treasurer	ZCAA1 ZCAA2	0884000-000-000-2061-00 1005000-302-000-3800.30		\$ 49.61 \$ 2.61		\$ 47
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	\$ 2.61 \$ 60.00		\$ 2 \$ 60
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,352.16		\$ 60. \$ 1.352
Citizens Clean Elections 1%	ZCEF2	0893000-000-000-2061-00	T893-2061	\$ 98.63		\$ 98.
Oriminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,693.16		\$ 5,408.
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 3,900.00		\$ 3,705.
NA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 17.74		\$ 16.
Elected Officials Retirement Fund 15 30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 528.10		\$ 501.
lected Officials Retirement Plan 6%	ZEORP	0874000-2061-00	0874-2061	\$ 224.75	\$ 11.24	\$ 213.
ustice Court Enhancement Fee	ZCTEF	4747-314_3400.15		\$ 1,440.00		\$ 1,368
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 2,079.28		\$ 1,975
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 12,749.91	\$ 637.50	\$ 12,112
ill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 943.78	\$ 47.19	\$ 896
ailure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$ -	\$ -
xtra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ -		\$ -
udicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 424.04		\$ 424
udicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 235.16		\$ 223
udicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 787.50		\$ 787
ludicial Collection Enhancement %PC	ZJCSF	0802000-000-000-2061-00	T840-2061	\$ 607.90		\$ 577
ail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 976.19		\$ 976
ocal Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$		\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 1.751.97		\$.
Medical Services Enhancement 13% 1011 Additional Assessment - State Treasurer	ZMSEF ZOS1	0813000-000-000-2061-00 0930000-000-000-2061-00	T813-2061	\$ 1,751.87 \$ 1,699.42		\$ 1,664 \$ 1,614
011 Additional Assessment - State Treasurer 011 Additional Assessment - County Treasurer	ZOS1 ZOS2	0931000-000-000-2061-00		\$ 1,699.42		\$ 1,614 \$ 201
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 10.96		\$ 10
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 89.99		\$ 85
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 739.29		\$ 702
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$		\$ 702
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 5.88		\$ 5
Officer Safety - Registrar of Contractors (ROC)	ZOS8	0937-2061		\$ 0.10		s o
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ 640		\$
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 3.29		\$ 3
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00	14	\$ -		s
Overpayments Forfeited	ZOVER	1005000-314-000-3510-10	X105-4831	\$ 2.23	\$ 0.11	5 2
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ 590		5
Peace Officer Training Equipment Fune	ZPOTE	0963-2061		\$ 824.47	\$ 41.22	5 783
PROP 207-Smart and Safe Revenue	ZPROP	0905000-000-000-2081-00		\$ 17.86		5 17
Probation Surcharge	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ -	\$	\$
Probation Surcharge	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 500	\$ -	5
Probation Surcharge / Assessment	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 4,249,23		5 4,036
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 1,848.50		\$ 1,756
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 649.80		5 649
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 433.20		\$ 433
Security Enhancement Fee (Local)	ZSECE			\$		\$
Fechnical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ 700.44		5
victim Compensation Assisstance Fund (37 6%)	ZVCAF	0954-2061		\$ 708.44		5 673
Victim Rights Enforcement Fund (\$2.00)	ZVREA	0957000-2061-00		\$ 423.20		\$ 402 \$ 1.118
/ictim Rights Fund (62.4%)	ZVRF	847-2061	V405 4004	\$ 1,177.53 \$ -		
Forfeit Bonds to the Treasurer	ZFORF	1005000-314-000-3510-10	X105-4831	A		\$
AZ Native Plant Fund ARSON Detection	ZADRF	0883-2061	STATE/COUNTY	\$		\$
	ZOPRE	0883-2061 0883-2061	STATE/COUNTY	\$ 159.08		s 151
Child Passenger Restraint Drug and Gang Enforcement Fines	ZDECJ	0883-2061	STATE/COUNTY	\$ 225.89		\$ 214
DUI Abatement	ZDUIA	0883-2061	STATE/COUNTY	\$ 250.00		\$ 237
Domestic Violence Services Fund	ZDVSF	0883-2061	STATE/COUNTY	\$ 30.00		1 28
ARE Special Collection Fee 19%	ZFAR1	0883-2061	STATE/COUNTY	\$ 74.30		5 74
ARE Delinquency Fee \$35.00	ZFAR2	0883-2061	STATE/COUNTY	s 57.02		5 57
ARE Enhanced Special Collection Fee	ZFAR3	0883-2061	STATE/COUNTY	\$ 1,105.61	111	\$ 1,105
ARE Enhanced Delinquency Fee	ZFAR4	0883-2061	STATE/COUNTY	\$ 822.75		5 822
Same and Fish - Wildlife	ZGF	0883-2061	STATE/COUNTY	\$ 171.91	\$ 8.60	\$ 163
IURF 1 28:5438, 2533C	ZHRF1	0883-2061	STATE/COUNTY	\$	\$	5
HURF 3 28 5433C, 4139	ZHRF3	0883-2061	STATE/COUNTY	9	\$	\$
HURF - to DPS	ZHRFD	0883-2061	STATE/COUNTY	\$	· .	\$
Prison Construction Fund	ZPGOF	0883-2961	STATE/COUNTY	\$ 2.030.02		\$ 1,928
Registrar of Contractors	ZRCA	0883-2061	STATE/COUNTY	\$		\$
State Highway Fund	ZSHWY	0883-2061	STATE/COUNTY	\$		5
tate Highway Work Zone Fund	ZSHWZ	0883-2061	STATE/COUNTY	\$		5
Display Suspended Plates (DPS)	ZSLPD	0883-2061	STATE/COUNTY	\$ 400.89		s 38D
Sex Offender Mon Fund	ZSOMF	0883-2061	STATE/COUNTY	5 77.78		5 73
State Photo Enforcement Base Fine	ZSPBF	0883-2061	STATE/COUNTY	\$		5
State Photo Enforcement Clean Election Surcharge	ZSPCE	0883-2061	STATE/COUNTY	2 \$ 1		5.
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -		\$
Gila County DARE Program	ZDARE	0855-2061	GILA COUNTY	\$		\$
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -		\$
Display Suspended Plates (Sheriff's Office)	ZSLPS	0855-2061	SHERIFF	\$ 36.24		\$ 34
IURF - to City Police	ZHRFC		CITY POLICE	\$ -		\$
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$		\$
Display Suspended Plates (T.A.R. Police)	ZSLPX	U	T.A.R. POLICE	\$ 25.21		\$ 23
TOTAL				\$ 53,477.68	\$ 2,324.41	\$ 51,153

	DATE	CHECK NO.		AMOUNT	MONTHLY REMITTANCE TO:
			\$	48,181.32	GILA COUNTY TREASURER
			\$	5,237.98	ARIZONA STATE TREASURER
			\$	-	GILA COUNTY BAD CHECK PROGRAM
			\$		COUNTY PMTS: DARE
			\$	34.43	SHERIFF SUSPENDED PLATES AND HURF
			\$	-	CITY POLICE SUSPENDED PLATES AND HURF
			\$	23.95	T.A.R.POLICE SUSPENDED PLATES
Treas	2/1/2024		7105 \$	53,477.68	TOTAL DISTRIBUTIONS THIS MONTH

I, DONALD J GARA'IN, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JANUARY, 2024

DONALD J GARVIN Gita County Justice of the Peace

Total amount to Gila County

PREPARER: YVETTE HOFFMAN

2/1/2024

Limited Jurisdiction Courts

Misdemeanor, Criminal And Civil Traffic Caseload Summary By Case

PAYSON REGIONAL JUSTICE COURT - 404 START DATE: 1/1/2024 END DATE: 1/31/2024

		Total Filings &	Dispositions	Clearance Rate		
LINE ID	CASE TYPE	Total Filings*	Total Dispositions**	Clearance Rate	Cases Pending End Of Month	Cases on Warrants Status
	Section - 1 Misdemeanor					
	Person					
A	Person-Sex Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
В	Person-Kidnapping	<u>0</u>	<u>0</u>	0.00 %	<u>1</u>	1
С	Person-Aggravated Assaults	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>1</u>
D	Person-Other Assaults	<u>2</u>	<u>3</u>	150.00 %	<u>79</u>	<u>78</u>
	Property					
E	Property-Burglary	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
F	Property-Auto Theft	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
G	Property-Other	<u>4</u>	1	25.00 %	<u>78</u>	<u>85</u>
	Other					
Н	Drug Possession/Paraphernalia	<u>0</u>	<u>0</u>	0.00 %	<u>102</u>	<u>129</u>
	Weapons	<u>0</u>	<u>0</u>	0.00 %	<u>1</u>	<u>1</u>
J	Public Order	1	<u>3</u>	300.00 %	<u>109</u>	<u>97</u>
K	Interfering With Judicial Proceedings	1	<u>0</u>	0.00 %	<u>18</u>	<u>13</u>
L	Failure to Appear/Misd&CrimTraffic	<u>0</u>	<u>0</u>	0.00 %	<u>5</u>	<u>1</u>
М	Petty Offenses	<u>0</u>	<u>0</u>	0.00 %	4	1
N	Other	<u>5</u>	<u>3</u>	60.00 %	<u>128</u>	<u>129</u>
0	Section 1: Total Misdemeanor	13	10	76.92 %	525	536
	Section - 2 Criminal Traffic			7 0.02 70		
	DUI					
A	Motor Vehicle	<u>2</u>	<u>5</u>	250.00 %	<u>62</u>	<u>80</u>
В	Extreme Motor Vehicle	1	<u>0</u>	0.00 %	<u>25</u>	45
С	Boating/Flying	<u>0</u>	0	0.00 %	<u>0</u>	<u>0</u>
	Serious Violations			0.00 70	<u> </u>	<u> </u>
D	Leaving the Scene	1	<u>0</u>	0.00 %	<u>12</u>	<u>4</u>
E	Reckless Driving	<u> </u>	0	0.00 %	15	<u> </u>
F	Racing on Highway	<u>0</u>	0	0.00 %	0	<u>0</u>
G	All Other	<u>0</u>	0	0.00 %	2	<u>2</u>
<u> </u>	Other Violations	<u>v</u>	<u> </u>	0.00 %	<u> </u>	<u> </u>
Н	Criminal Speed	5	<u>3</u>	60.00 %	<u>47</u>	<u>24</u>
' ' '	All Other	<u>5</u> <u>14</u>			320	405
.l	Section 2: Total Criminal Traffic	23	<u>5</u> 13	35.71 %	483	565
J	Section - 3 CivilTraffic	23	13	56.52 %	403	303
^		40	4	40.00.0/	F0	0
Α	Driver License	<u>10</u>	4	40.00 %	<u>52</u>	0
В	Registration	<u>17</u>	3	17.65 %	<u>362</u>	0
С	Insurance	<u>25</u>	<u>10</u>	40.00 %	234	0
D	Speeding	<u>59</u>	<u>67</u>	113.56 %	237	1
E -	Excessive Speeding	134	<u>125</u>	93.28 %	125	<u>0</u>
F	Red Light	1	1	100.00 %	9	0
G	Seat Belt	8	3	37.50 %	46	<u>0</u>
H	Marijuana Non-Criminal	<u>0</u>	0	0.00 %	<u>0</u>	<u>0</u>
	Other Civil Traffic	<u>25</u>	<u>26</u>	104.00 %	228	1
J	Section 3: Total Civil Traffic	279	239	85.66 %	1293	2
	Section - 4 Local - Non Criminal Ordinances					
Α	Parking	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
В	Non-Parking	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
	Section - 5 Felony					
A	Total Felony	<u>7</u>	<u>7</u>	100.00 %	<u>137</u>	<u>52</u>
	GRAND TOTAL	322	269	83.54 %	2438	1155
	Section - 6 Domestic Violence					

Α	Felony-Domestic Violence	1	<u>0</u>	0.00 %	<u>4</u>	<u>0</u>
В	Misdemeanor-Domestic Violence	<u>2</u>	<u>0</u>	0.00 %	<u>83</u>	<u>0</u>
	Section - 7 Special Case Characteristics					
Α	Self Represented Litigants	<u>315</u>	<u>254</u>	80.63 %	<u>2181</u>	<u>998</u>
В	Interpreter Services Provided	<u>2</u>	<u>3</u>	150.00 %	<u>13</u>	<u>7</u>

Limited Jurisdiction Courts

						START DATE		END DATE : 1/31/20	24					
	Column ID	1	2	3	4	5	6	7	8	9	10	11	12	13
LINE ID	CASE TYPE	Begin P	ending	New Filing	Transfer In	Reopened	Reactivated	Termir	Terminations Ir		Statistical	Correction	End Po	ending
		Active	Inactive					Entry of Judgment	Reopened		Active	Inactive	Active	Inactive
	Section - 1 Civil		•											
Α	Small Claims	<u>22</u>	<u>0</u>	1	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>			21	0
В	Forcible Detainer / Eviction Action	<u>22</u>	<u>0</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>	<u>0</u>	<u>0</u>			23	0
С	Tort	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
D	Contract	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
E	Debt-Seller Plaintiff	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
F	Other Civil	239	1	<u>33</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>20</u>	<u>0</u>	<u>0</u>			252	1
G	Total Civil Complaints	283	1	44	0	0	0	31	0	0			296	1
	Section - 2 Domestic Violence & Harassment Petitions													
Α	Civil Emergency Order of Protection	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0
В	Civil Order of Protection	<u>21</u>	<u>0</u>	<u>6</u>	<u>0</u>	1	<u>0</u>	<u>6</u>	<u>0</u>	<u>0</u>			22	0
С	Injunction Against Harassment	<u>38</u>	<u>0</u>	<u>16</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15</u>	<u>0</u>	<u>0</u>			39	0
D	Injunction Against Workplace Harassment	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			1	0
	Section - 3 Special Case Characteristics													
Α	Self Represented Litigants	<u>338</u>	1	<u>66</u>	<u>0</u>	1	<u>0</u>	<u>51</u>	<u>0</u>	<u>0</u>			354	1
В	Interpreter Provided	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			0	0

2/7/2024 11:18:07 AM

ARF-8611

Consent Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 03/05/2024

Reporting January 30, 2024 Meeting Minutes

Period:

Submitted By: Samantha Trimble, Deputy Clerk of the Board

Information

Subject

Board of Supervisors' January 30, 2024 Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' January 30, 2024, meeting minutes.

Attachments

1-30-24 BOS meeting minutes

BOARD OF SUPERVISORS MEETING MINUTES GILA COUNTY, ARIZONA

Date: January 30, 2024

<u>STEPHEN CHRISTENSEN</u>
<u>JAMES MENLOVE</u>

Chairman Clerk of the Board

TIM R. HUMPHREY By: Samantha Trimble

Vice-Chairman Deputy Clerk

WOODY CLINE Gila County Courthouse

Member Globe, Arizona

PRESENT: Stephen Christensen, Chairman; Tim R. Humphrey, Vice-

Chairman; and Woody Cline, Member

STAFF PRESENT: James Menlove, County Manager and Clerk of the Board; Jefferson Dalton, Civil Bureau Chief and Deputy County Attorney; Jessica Scibelli, Senior Civil Deputy County Attorney; and Samantha Trimble, Deputy Clerk of the Board.

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE:

The Board of Supervisors met in a Special Meeting at 10:00 a.m. this date in the Board of Supervisors' hearing room. Woody Cline the Pledge of Allegiance.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve Amendment No. 2 to Professional Services Contract No. 072622 with Stephen B. Smith with a not to exceed amount of \$189,500 and extend the term of the contract through December 31, 2024.

Melanie Mendez, Recycling and Landfill Manager explained that Stephen B. Smith, a professional engineer has recently done work for the County. She stated that due to the complicated logistics of both County landfills, the Recycling and Landfill Division needs to continue its contract with Mr. Smith.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Amendment No. 2 to Professional Services Contract No. 072622 with Stephen B. Smith with a not to exceed the amount of \$189,500 and extended the term of the contract through December 31, 2024.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously recessed as the Gila County Board of Supervisors and convened as the Gila County Flood Control District Board of Directors to address item 4B.

B. (Motion to recess as the Gila County Board of Supervisors and convene as the of the Gila County Flood Control District Board of Directors.) Information/Discussion regarding a proposed amendment to the Gila County Floodplain Management Ordinance. (Motion to adjourn as the Board of Directors of the Gila County Flood Control District and reconvene as the Gila County Board of Supervisors.)

Darde de Roulhac, Flood Control District Chief Engineer explained that the Gila County Floodplain Management Ordinance revisions are necessary to reflect the immediate use of new Federal Emergency Management Agency (FEMA) studies providing better flooding information, and revision of wording in definitions to align with those more closely in FEMA's regulations. He provided a PowerPoint presentation that listed the required and recommended changes as follows:

Required Changes:

- All sheds, regardless of size, now need floodplain use permits.
- No variances are to be issued for ordinance violations.
- FEMA mandates using the best available information. This includes new "base-level engineering" (BLE) studies from FEMA, which are to be used prior to their incorporation into the revised official flood maps.
- There are a few flood-prone areas on the BLE maps where this involves areas previously un-mapped by FEMA, but the current ordinance is limited to floodplain areas on official floodplain maps, so the ordinance is being expanded to be able to use the better data in those areas.

Recommended Changes:

- Equipment such as air conditioners, generators, and appliances will now have another option than elevation to the regulatory flood elevation to flood-protect the equipment. They may also be designed to prevent water from entering and accumulating in the equipment during flooding.
- Agricultural buildings now have more flood-protection options.
- Minor obstructions in floodways, such as electric pedestals, flagpoles, break-away fences, or open carports with minimal support posts, may now be permitted without having to pay for a flood study to show no rise in the flood level.

Mr. de Roulhac explained that the proposed amendments to the ordinance are designed to ensure that the ordinance reflects the current federal and state floodplain regulations. The Board then had discussions regarding the proposed ordinance changes with an emphasis on issuing variances to the ordinance to rectify violations, as well as the maps used in the ordinance. Supervisor Cline stated, "We have some flexibility, and I would like to keep that. We get into tight spots, and then we have nowhere to go with a decision." Vice-Chairman Humphrey stated, "We know our maps are wrong, and they need to be corrected. It's difficult to stay consistent." Mr. de Roulhac concluded his presentation by stating that the proposed ordinance changes are posted on the Gila County website and that a public hearing has been scheduled on February 20, 2024.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously adjourned as the Gila County Flood Control District Board of Directors and reconvened as the Gila County Board of Supervisors to address the remaining agenda items.

C. Information/Discussion regarding two design alternatives for the Monroe Street Design Project.

Alex Kendrick, Gila County Engineer advised that Monroe Street serves as an important ingress and egress for vehicular traffic to access multiple Gila County facilities. The Monroe Street project will result in a road design that improves lines of sight and the overall safety of the road. In 2008, the Monroe Street Improvements Project was developed to a 90% design level. Due to a variety of reasons, the project was halted at that time. In October 2023, Public Works contracted with Stantec Consulting Services to take the existing 90% design to 100% design and prepare plans, specifications, and a cost estimate. He then introduced Chris Eggers, Stantec Consulting Project Engineer, who presented two project designs with project maps for the Board's discussion as follows:

Alternative 1 (Stantec's proposed design)

- Monroe Street pavement
- Upper Drive pavement
- Parking lot pavement
- Roadway curb and gutter
- 5-foot concrete retaining wall

Alternative 2 (original 2008 design)

- Monroe Street pavement
- Upper Drive pavement

- Parking lot pavement
- Cul-de-sac pavement
- 32-inch half barrier
- 5 to 10-foot keystone retaining wall on Monroe Street and Upper Drive.
- 3.5 to 5.5-foot keystone retaining wall on the cul-de-sac.
- Relocate electric utility pole.

Homero Vela, Public Works Department Director stated, "We lose the ability to exit the upper parking lot in option two and gain \$300,000 in cost savings." James Menlove, County Manager and Clerk of the Board stated, "We must redo the parking lots, and Monroe Street is unsafe." Mr. Eggers stated that parts of both designs can be arranged into a third design for Board discussion. Mr. Kendrick advised that Middle Drive allows Americans with Disabilities Act access into the County's Guerrero Building. Chairman Christensen stated, "I am of the mindset to spend more and get it done now rather than worry about it at a later date." Mr. Vela asked the Board if access off the upper parking lot is important and if it should be considered. Vice-Chairman Humphrey replied, "I would rather see Middle Drive dead end, and the upper parking lot has an exit." Both Chairman Christensen and Supervisor Cline agreed with Vice-Chairman Humphrey. The Board members thanked the presenters for the information.

D. Information/Discussion regarding an update on the Payson Courts Remodel Project.

Joseph Dickison, Facilities and Land Management Department Director stated that the Payson Courts Remodel Project cost proposal is \$1.7M, with \$800,000 of that amount being utilized to install a new fire suppression system, and that does not include an elevator. He stated that the benefit of the elevator does not outweigh the cost; however, with the remodel infrastructure it will be built in so that one could be installed later. Vice-Chairman Humphrey asked about the source of the funding for the Remodel Project, to which Mr. Dickison replied that ARPA (American Rescue Plan Act) funds will be utilized. Chairman Christensen asked what else the Remodel Project would accomplish besides the new fire suppression system. Mr. Dickison explained that the plumbing, HVAC, foundation, and space optimization will also be addressed. Mr. Menlove stated, "The Town of Payson Fire Marshall said we cannot remodel until we have a new fire suppression system." Mr. Dickison concluded his presentation by stating that a final proposal will come back to the Board for decision.

E. Information/Discussion regarding an update on Gila County capital improvement projects.

Mr. Dickison provided a presentation of the current Gila County capital improvements project, which includes the project, phase or project details, and completion date or targeted completion date.

Russel Gulch Landfill Scale House:

- Completed August 15, 2023.
- Scale house was completed per engineered plans adding operations space, a restroom, and HVAC.

Pleasant Valley Veterans Retreat (PVVR) Phase II:

- Planning phase.
- Setting up interviews with architects under state contract.
- This project will support the functionality of the PVVR but provide a multi-use building.
- Targeted completion of 2025.

Payson Sherriff's Office Remodel:

- Feasibility phase.
- Proposed renovations include improved warming kitchen and laundry, and an update to walls, ceilings, floors, and lighting.
- ARPA funded.

Project Overwatch- Security Cameras

- Planning phase.
- Upgrade and standardization of security cameras throughout Gila County facilities.
- A demonstration camera was installed and is being evaluated.
- Plans are being developed, and proposals have been received.

Central Heights Elections Card Readers

- Planning phase.
- This project improves the security and transparency of the Elections Office area with card reader access and tracking as well as improved door reinforcement and security.
- Approved proposal in the amount of \$26,099.65.

Central Heights HVAC/Roof Replacement

- Planning phase
- Construction plans are in development with GH2 Architects.

• Project includes the replacement of roofing as well as the replacement and relocation of the HVAC equipment to the rooftop instead of in between the roof and drop ceiling. This will allow less office disruption and improved access to the HVAC system for maintenance and repair.

Star Valley Impound Yard Fence

- Planning phase.
- Installation of security fencing and privacy screens were added to the existing concrete Jersey barriers will provide improved security and reduce visibility from passersby.
- Engineer design is \$9,322.59.

Human Resources (HR)/Probation Renovations

- Planning phase.
- Relocation of three doors will transition two rooms from the probation area to be used to increase the HR office space.
- Proposal is \$34,194.49.

<u>Tommie Cline Martin County Complex -Board of Supervisors' Hearing Room Acoustical Panels</u>

- Planning phase.
- An acoustical survey will be performed in the hearing room, and acoustical panels will be installed to reduce noise and echo in the surrounding offices.

Chairman Christensen recessed the meeting at 12:20 p.m. and he reconvened the meeting at 12:30 p.m.

Roads/Shop Wash Bay

- Planning phase.
- Project is under consideration and options are being researched that would suit the needs of the operation.

Fairgrounds Restroom

- Construction phase.
- Gila County has contracted with Public Restroom Company and SJ Anderson for a new restroom facility to serve the area of the two arenas.
- The prefabricated 484-square-foot restroom facility was delivered in two halves and set in place on the established earthen pad.
- Utilities infrastructure and connections are underway.

- Water and septic are complete.
- Next steps are power and electrical connections.
- Budget is \$619,649.38

Fairgrounds Exhibit Hall Roll-up Door

- Feasibility phase.
- Proposal requested for installation of new electrically operated roll-up doors with any available option to reduce wind noise and improve operation.

Fairgrounds Electrical Improvements

- Planning phase.
- Construction drawings are in development with GH2 Architects.
- Architectural and engineering design costs are \$91,636.

Mr. Dickison concluded his presentation by providing a graph of ARPA-funded capital projects that outlined the funding breakdown of each project.

F. Information/Discussion regarding a draft Employee Educational Assistance Program policy, which could be used as a tool for County Administration in recruiting and retaining employees.

Michael O'Driscoll, Deputy County Manager explained that County employees could benefit from an educational assistance program, which would encourage employees to pursue an education, certification, or degree in relation to their job duties. He stated that the proposed reimbursement amount per employee would be \$5,200. Mr. Menlove stated that, ideally, the County would budget around \$250,000 per fiscal year, allocated towards employee reimbursement.

Item 3 - CALL TO THE PUBLIC: A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute § 38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were not any public comments.

Item 4 - At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.

With no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 1:23 p.m.

APPROVED:
Stephen Christensen, Chairman
ATTEST:
James Menlove, Clerk of the Board