

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVIEWED TO THE GILA COUNTY 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/UCkCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the April 16th Regular Meeting agenda by no later than 5 p.m. on Monday, April 15th, by emailing the Deputy Clerk of the Board at [strimble@gilacountyaz.gov](mailto: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.

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## **REGULAR MEETING - TUESDAY, APRIL 16, 2024 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **REGULAR AGENDA ITEMS:**
  - A. **(Motion to recess as the Gila County Board of Supervisors and convene as the Gila County Library Board of Directors)** Information/Discussion/Action to approve the renewal and acceptance of Grantee Agreement No. GRA-RC004-24-1209-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First), and the Gila County Library District in the amount of \$60,000 for fiscal year July 1, 2024, through June 30, 2025. **(Elaine Votruba)**  
**(Motion to adjourn as the Gila County Library Board of Directors and reconvene as the Gila County Board of Supervisors)**
  - B. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 030724 - *Purchase of AR-15 Rifles* for the Sheriff's Office. **(Sarah White)**



- C. Information/Discussion/Action to approve an Agreement Regarding Local Border Support between the Arizona Department of Public Safety and Gila County Sheriff's Office in the amount of \$502,326, which will include salary and employee-related expenses for one K-9 Sergeant and two deputies at a cost of \$271,882, and funding for three up fitted and K-9 equipped Chevrolet Tahoe vehicles at a cost of \$230,444 that will be disbursed for a performance period of July 1, 2023 through June 30, 2025. **(Sarah White)**
- D. Information/Discussion/Action to ratify the Sheriff's Office electronic submission of four FFY 2025 Grant Applications to the Governor's Office of Highway Safety for law enforcement projects - 1) \$25,000 of which \$20,109 is for personnel and \$4,891 is for ERE (employed-related expenses), 2) \$241,545 to purchase two unmarked vehicles, 3) \$10,459 for LIDAR units and, 4) \$31,028 for Intoxilyzer 9000 units to be used for speed and DUI enforcement; adopt Resolution No. 24-04-03; and authorize the Chairman's signature on the Certification form, all of which are components of the Grant Applications. **(Dennis Newman)**
- E. Information/Discussion/Action to authorize the Sheriff's Office development and submittal of a grant application for FY 2025 9-1-1 Program funding in the amount of \$141,732 to support Gila 9-1-1 Network infrastructure and services for the Payson Police Department and Gila County Sheriff's Office, and include defined project requests that may also be approved in the award for the performance period of July 1, 2024, through June 30, 2025. **(Debra Williams)**
- F. Information/Discussion/Action to approve Funding Agreement No. 120-24 between the Arizona Department of Housing (ADOH) and Gila County Public Health and Community Services Department to receive \$150,107 of ADOH Community Development Block Grant Regional Account funds for the period of February 1, 2024, through

September 15, 2025, for housing rehabilitation. **(Paula Horn)**

- G. Information/Discussion/Action to approve Amendment No. 2 to Funding Agreement No. 203-24 between the Arizona Department of Housing and Gila County Public Health and Community Services Department, Housing Services' Weatherization Program to use Low-Income Home Energy Assistance Program funding and increase the amount of the contract by \$349,648.68 for a total contract amount of \$776,079.68 for the period of July 1, 2023, through June 30, 2024. **(Stella Gore)**
- H. Information/Discussion/Action to approve Amendment No. 4 to an Intergovernmental Agreement (Contract No. CTR055258) with the Arizona Department of Health Services for the funding of Title V Maternal and Child Health Healthy Arizona Families Initiative to revise the price sheet for the Public Health Improvement (PHI) portion of the contract to \$48,652. **(Joshua Beck)**
- I. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 032124 - *Northern Gila County Water Storage System Project*. **(Carl Melford)**
- J. Information/Discussion/Action to approve Amendment No. 1 to Collection Agreement No. 070623 with the Arizona Game and Fish Department to extend the term of the contract through August 30, 2024, with a not to exceed amount of \$284,674. **(Homero Vela)**
- K. Information/Discussion/Action to approve Amendment No. 1 to Contract 120422 - *Roosevelt Lake Resort Stagecoach Trail Improvement Project* in the amount of \$91,151.89, increasing the total contract amount to \$761,226.89. **(Homero Vela)**

- L. Information/Discussion/Action to approve an agreement between Gila County and Cobre Valley Regional Medical Center, which authorizes the use of the parking lot adjacent to the Gila County Globe Road Yard located at 1001 W. Besich Blvd in Globe. **(Homero Vela)**
- M. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 010522-1 with Payson Concrete & Materials to extend the contract for one additional year, from February 7, 2024, to February 6, 2025, with a not-to-exceed amount of \$154,077.51. **(Homero Vela)**
- N. Information/Discussion/Action to adopt Resolution No. 24-04-04, which authorizes the execution of an Intergovernmental Agreement (No. IGA 24-0009581-I) between Gila County and the State of Arizona, acting by and through the Arizona Department of Transportation, for the Golden Hill Road Sidewalk-Final Phase project. **(Alex Kendrick)**
- O. Information/Discussion/Action to approve Contract Agreement No. CTR059886 with Frontier Technology LLC d/b/a MicroAge in the amount of \$57,899.18 for the purchase of 7 Cisco Meraki 48-port switches and 7 Cisco Meraki 24-port switches as part of the IT Department's 7-year replacement plan. **(Carrie Bartling)**
- P. Information/Discussion/Action to approve Economic Development Agreement No. 03192024 between Gila County and Payson Pro Rodeo Committee, Inc. in the amount of \$20,000, which the Board has determined to be for the benefit of the public. **(Dan Wile/Stephen Christensen)**

- Q. Information/Discussion/Action to approve Economic Development Agreement No. 032624 between Gila County and Veterans Helping Veterans, Inc. in the amount of \$5,000 to assist veterans of Gila County and their families, which the Board has determined to be for the benefit of the public. **(Stephen Christensen)**
- R. Information/Discussion/Action to approve Economic Development Agreement No. 03122024 between Gila County and the George Belvado Jr. Memorial Sports Association in the amount of \$10,000 that will be used toward the construction of a meeting and exhibition building at the Belvado Park in San Carlos, which the Board has determined to be for the benefit of the public. **(Woody Cline)**
- S. Information/Discussion/Action to ratify the Board of Supervisors' approval to submit a proposal to the Arizona Office of Economic Opportunity (OEO) in the amount of \$306,140 for Gila County's Summer Work Program; and approve Grant Agreement No. OEO-QUALITYJOB-24-06 in the amount of \$306,140. **(Woody Cline/Cathy Melvin)**
- T. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 207-05-003B and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Samantha Trimble)**
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. Approval of Amendment No. 5 to Intergovernmental Agreement No. 012219 with the Town of Miami for consolidated administration and operation of Limited Jurisdiction Courts to extend the term of the agreement for an additional year, from July 1, 2024, through June 30, 2025.
  - B. Approval of the Economic Development Funding Report for the reporting period of July 1, 2023, through March 31, 2024.
  - C. Approval of financial reports/demands/transfers for the reporting period of March 1, 2024, through March 31, 2024.
  - D. Approval of the monthly activity reports submitted by the Human Resources Department for March 2024.
  - E. Approval of the Board of Supervisors March 9, 2024, March 26, 2024, and March 27, 2024 meeting minutes.
  - F. Acknowledgment of the report for the County Manager approved contracts under \$50,000 for the month of February.
  - G. Acknowledgment of the February 2024 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
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.
6. **WORK SESSION ITEMS:**
  - A. Information/Discussion regarding Arizona Public Service Company's 2024 wildfire mitigation efforts, including the addition of a new Public Safety Power Shutdown plan. **(Carl Melford)**

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-8682**

**Regular Agenda Item 2. A.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Elaine Votruba, Gila County Librarian

Submitted By: Veronica Hernandez, Public Services Librarian

Department: Library District

Fiscal Year: 2024-2025

Budgeted?: Yes

Contract Dates July 1, 2024-June 30,

Grant?: Yes

Begin & End: 2025

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Grantee Agreement GRA-RC004-24-1209-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First), and Gila County Library District for the period July 1, 2024 - June 30, 2025.

Background Information

The Gila County Library District's "First Things First Parent Education Community-Based Training Grant" is a government-to-government agreement with the Gila Regional Council. This is a grant renewal and shall become effective for the period July 1, 2024, through June 30, 2025. Total funds available are \$60,000 for this period. This agreement continues the Early Literacy strategy begun by the previous First Things First Parent Education Community-Based Training Grants that began in the fiscal year 2011.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the libraries in the service area for their use in programming and training for parents. Library staff has heard only positive comments regarding the training provided to parents on the importance of early literacy skills and of reading to their children.

The public libraries are continuing to tailor and adapt programming geared at these ages and to encourage families to expand the reading



opportunity by visiting the library and borrowing other books to read. We will continue the plan for staffing to include a percentage which will be funded from this grant to better address the needs throughout the year for outreach and awareness and to provide continuous staff support throughout the year.

### Conclusion

Of all the programs that the Gila County Library District administers, fosters, or promotes, this grant gives staff the opportunity to reach the most residents and creates a climate and culture to develop the pre-reading skills necessary for literacy in children. The grant has a goal of enrolling 1,300 children and distributing 15,600 books in this program.

### Recommendation

The Gila County Library District recommends that the Board of Directors approve the renewal and acceptance of this government-to-government agreement for the First Things First Parent Education Community-Based Literacy Grant for the amount of \$60,000 for fiscal year July 1, 2024, through June 30, 2025.

### Suggested Motion

**(Motion to recess as the Gila County Board of Supervisors and convene as the Gila County Library Board of Directors)** Information/Discussion/Action to approve the renewal and acceptance of Grantee Agreement No. GRA-RC004-24-1209-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First), and the Gila County Library District in the amount of \$60,000 for fiscal year July 1, 2024, through June 30, 2025. **(Elaine Votruba) (Motion to adjourn as the Gila County Library Board of Directors and reconvene as the Gila County Board of Supervisors)**

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### Attachments

Grantee Agreement No. GRA-RC004-24-1209-01-Y2

Signature page to Grantee Agreement No.  
GRA-RC004-24-1209-01-Y2

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4000 North Central Avenue, Suite 500, Phoenix, Arizona 85012  
602.771.5100 | 877.803.7234 | [firstthingsfirst.org](http://firstthingsfirst.org)

## Notice of Renewal Consideration

**DATE:** March 12, 2024

**TO:** Gila County Library District  
Attn: Veronica Hernandez

**FROM:** Maria Navarro, Grants and Contract Specialist

**RE:** Grant Renewal Information for State Fiscal Year 2025 (SFY25)

The following First Things First grant is eligible for renewal consideration. Receipt of this packet does not guarantee renewal of the grant award but if renewed, the award period for the SFY25 grant will be July 1, 2024 through June 30, 2025.

<b>Grantee Name:</b>	Gila County Library District
<b>SFY24 FTF Grant Number:</b>	GRA-RC004-24-1209-01
<b>Lead Strategy:</b>	Book Distribution
<b>Eligible Renewal Amount for SFY25:</b>	\$ 60,000

The renewal packet includes the following documents:

**1. Grant Renewal Amendment**

Confirm the eligible award amount and contracted service units on the form.

**2. Line-Item Budget and Budget Narrative**

The SFY25 Line-Item Budget and Budget Narrative should continue to align with the approved SFY24 Line-Item Budget and Budget Narrative and the scope of the approved programming.

**3. Program Personnel Table**

Complete the table with the personnel that align with the SFY25 Line-Item Budget and Budget Narrative.

### **Follow Up Action Necessary**

Please complete all documents; have your designated signatory sign the amendment, line-item budget, and budget narrative; and then email all items back to me by **April 5, 2024**.

If the renewal is approved by the Board of First Things First at the June 2024 meeting, First Things First will countersign the amendment document and scan/email it back for your records.

### **Reminders**

Grantees must always adhere to the latest version of the Standards of Practice which can be located in the Strategy Toolkit, [www.firstthingsfirst.org/grants/strategy-toolkit](http://www.firstthingsfirst.org/grants/strategy-toolkit) and related policy documents that apply to this grant. Additional policy/grant-related documents (FTF Grants Uniform Terms and

Conditions, FTF Data Security Policy and Procedures, and the FTF Tribal Data Policy) are located under Grantee Resources, [www.firstthingsfirst.org/grants/grantee-resources](http://www.firstthingsfirst.org/grants/grantee-resources).

**SFY25 Data Template Training**


If refresher data template training is needed for SFY25, please contact the FTF Evaluation team to schedule, [ftfevaluation@firstthingsfirst.org](mailto:ftfevaluation@firstthingsfirst.org).

**Closing out SFY24**

Your current grant ends June 30, 2024. Final narrative and data reports must be submitted on or before July 20, 2024 and your final request for reimbursement must be submitted no later than August 15, 2024 (45 days from the grant end date.) Unexpended funds from SFY24 do not carry over to SFY25.

If you have any questions, please contact Maria Navarro at [mnavarro@firstthingsfirst.org](mailto:mnavarro@firstthingsfirst.org).

Thank you.

 <b>FIRST THINGS FIRST</b>	<b>Grant Renewal Amendment</b>	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100
	<b>Grant Renewal/2025 Grant Award</b> GRA-RC004-24-1209-01-Y2 Gila Regional Partnership Council Book Distribution	
<b>GRANTEE:</b> <b>Gila County Library District</b>		
<b>PURPOSE OF AMENDMENT:</b> <ol style="list-style-type: none"> <li>The parties renew the Grant Agreement for the period of July 1, 2024 through June 30, 2025.</li> <li>Total award amount for the grant period is \$ 60,000</li> <li>Contracted Service Units:            Strategy: Book Distribution            Number of children currently enrolled: 1,300</li> <li>The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.</li> <li>All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.</li> </ol>		
Contractor hereby acknowledges receipt and understanding of the contract amendment		The above referenced amendment is hereby executed effective July 1, 2024 once signed and dated below:
_____ Signature		_____ Josh Allen CFO/COO
_____ Steve Christensen		_____ Date
_____ Chairman, Gila County Board of Supervisors		
_____ Date		

## Line-Item Budget and Budget Narrative

### SFY25 Line-Item Budget Budget period: July 1, 2024 – June 30, 2025

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$10,874.00</b>
Salaries	Public Services Librarian 14% of FTE Community Liaison- Temporary	\$8,066.00 \$,2808.00	
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$2,751.00</b>
Fringe Benefits or Other	Social Security, Medicare, Workers' Comp. Health Insurance and ASRS	\$859.00 \$1,892.00	
<b>PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>Professional &amp; Outside Services Sub Total</b>	<b>\$35,100.00</b>
Contracted Services	Dollywood Foundation, Imagination Library	35,100.00	
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$1,310.00</b>
In-State Travel	2000 miles @.655/mi	\$1310.00	
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	<b>\$</b>
	Subgrants or Subcontracts to organizations/ agencies/entities		
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$4,511.00</b>
Printing/Copying	Telephones/Communications Services		
	Internet Access		
	General Office Supplies		
	Food		
	Rent/Occupancy		
	Utilities		
	Furniture		
	Postage		
	Software (including IT supplies)		
	Dues/Subscriptions		
	Advertising		
	-Ink (black and color cartridges)	\$250.00	
	-White and colored paper	\$150.00	
	-Printed stickers, bookmarks, and other marketing materials	\$450.00	
	-514 promotional and 300 first books at \$4.50 each	\$3,661.00	
	Equipment Maintenance		
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)		
	Insurance		
	Program Materials		
	Program Supplies		
	Scholarships		
	Program Incentives		
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	<b>\$</b>
	Equipment \$4,999 or less in value		
<b>SUBTOTAL DIRECT PROGRAM COSTS</b>			<b>\$54,546.00</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$5,454.00</b>
	Indirect/Admin Costs		
<b>TOTAL</b>			<b>\$60,000.00</b>

Authorized Signature



Date

4-1-24

## **SFY25 Budget Narrative**

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

**Personnel Services:** *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

The Public Service Librarian will spend approximately 14% of his/her time annually as the staff for this grant. This direct staffing will include data input of Dolly Program registrations, address changes, collection of statistics from libraries, processing invoices, ordering, and distributing first books, inputting Data from monthly reimbursements, completing quarterly reports. With reallocation of funds within the budget, Gila County will hire one temporary community liaison at 12 hours per week for twelve weeks.

Salary figure based on Professional level salary-  $\$57,615.00 \times 14\% = \$8,067.00$

Temporary Community Liaison-

12 hours/week x 12 weeks at \$19.50/hour = 2808.00

### **Summary of Personnel Services**

Public Services Librarian \$8,066.00

Community Liaison- Temporary  
12 hour/week x 12 weeks at \$19.50 hour \$2808.00

**TOTAL PERSONNEL SERVICES:** **\$10,874.00**

**Employee Related Expenses:** *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Gila County provides matching funds for:

FICA at 6.2%	\$676.00
Medicare at 1.45%	158.00
Workers Comp Insurance at .20%	<u>25.00</u>
	\$859.00

In addition, Health Insurance (a set rate which will be increasing in FY25) and the County's contribution for Arizona State Retirement (12.29%) is as follows:

Health Insurance	\$900.00
Arizona State Retirement	<u>992.00</u>
	\$1,892.00

**TOTAL PERSONNEL SERVICES:** **\$2,751.00**

**Professional and Outside Services:** *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

- The Gila County Library District will continue to contract with the Dollywood Foundation, Imagination Library to supply a book a month by mail to any child registered in the program. An approximate increased rate of \$27.00/year per child with a goal of 1300 monthly, total of \$35,100 contracted per year.
- As we strive to attain our goal of distributing books to 1300 children, additional funding will be provided by Gila County Library District if this number is surpassed. It is the Library District's intent to fund any overage that may occur; insuring those children in Gila County enrolled in the Imagination Library continues to receive their monthly books.

**Total for Professional and Outside Services**

**\$35,100.00**

**Travel:** *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants must use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel found at: <https://gao.az.gov/sites/default/files/2023-09/5095%20Reimbursement%20Rates%20%20231001.pdf>*

Travel monies will be set aside for the Community Liaison and the Public Services Librarian to travel throughout the county. These funds will be used for outreach to meet with community partners, attend events and meet with the County Librarian.

- Travel for outreach 2000 miles @.655 per mile = \$1,310.00

**Total for Travel:**

**\$1,310.00**

**Aid to Organizations or Individuals:** *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

**Other Operating Expenses:** *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

The Library District will continue to conduct an online survey, conducted during the last quarter. The Library District will print a small number of surveys to continue to handout for those who prefer the paper method.

- Printing/Coping to include ink and copy paper for flyers and outreach materials.
  - Ink \$250.00
  - White and colored paper \$150.00



- Printed sticker, bookmarks, and other marketing materials	\$450.00
- 514 Promotional and 300 first books for partners and new enrollees (814 books total at \$4.50 each)	\$3,661.00
<b>Total for Other Operating Expenses:</b>	<b>\$4,511.00</b>

**Non-Capital Equipment:** For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

**Administrative/Indirect Costs:** Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

*Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.*

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

**XX Option A - Administrative Costs:** with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

**\*\* Indirect Costs for the Gila County Library District** include the cost for financial and accounting services through the Gila County Finance Department. Costs also include hiring and processing new employees through Human Resources.

**OR**

- ☐ **Option B - Federally Approved Indirect Costs:** If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Authorized Signature \_\_\_\_\_

*Maryn Bellling*

Date \_\_\_\_\_


4/1/24

## Program Personnel Table

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	Background/Expertise* Must include qualifications that align with the Standards of Practice (SOP)	Key Roles and Responsibilities	Meets the SOP Staffing Qualifications Yes/No**	FTEs funded through the program
Veronica Hernandez/Public Services Librarian	Bachelors of Applied Science in Healthcare Administration. Current Public Services Librarian and past Grant Project Coordinator for Gila County Library District (nearing 2 years with the Library District)	Grant Administration, Financial, Program Evaluation, Contact for FTF PGMS. Also works as a Community Liaison for Payson, Pine/Strawberry, Tonto Basin, Young, Globe, Miami, Hayden and surrounding areas.	Yes	0.14
*TBA/ Temporary Community Liaison	Familiar with local communities and events.	Community Liaison for Payson, Pine/Strawberry, Tonto Basin, Young and surrounding areas.		.30
		* Community Liaison is Temporary Part-time 12/hours/week for 12 weeks.		
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
Program Total FTEs:				.44

**\*\* By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.**

Name/Title

 <b>FIRST THINGS FIRST</b>	<b>Grant Renewal Amendment</b>	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100
	<b>Grant Renewal/2025 Grant Award</b> GRA-RC004-24-1209-01-Y2 Gila Regional Partnership Council Book Distribution	
<p><b>GRANTEE:</b>  <b>Gila County Library District</b></p> <p><b>PURPOSE OF AMENDMENT:</b></p> <ol style="list-style-type: none"> <li>The parties renew the Grant Agreement for the period of July 1, 2024 through June 30, 2025.</li> <li>Total award amount for the grant period is \$ 60,000</li> <li>Contracted Service Units:          Strategy: Book Distribution          Number of children currently enrolled: 1,300</li> <li>The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.</li> <li>All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.</li> </ol>		
Contractor hereby acknowledges receipt and understanding of the contract amendment   <hr/> Signature  <hr/> Steve Christensen  <hr/> Chairman, Gila County Board of Supervisors  <hr/> Date	The above referenced amendment is hereby executed effective July 1, 2024 once signed and dated below:  <hr/> Josh Allen CFO/COO  <hr/> Date	

**ARF-8675**

**Regular Agenda Item 2. B.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Sarah White, Chief Administrative Officer

Submitted By: Betty Hurst, Contracts Administrator

Department: Sheriff's Office

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 04-16-24 to 06-30-25

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Authorization to Advertise Invitation for Bids No. 030724 - *Purchase of AR-15 Rifles.*

Background Information

Currently, the Sheriff's Office does not have enough rifles for all of its deputies.

Evaluation

The Sheriff's Office is seeking to purchase AR-15 rifles to have consistency in the weapons that the deputies train with and are issued.

Conclusion

Obtaining the Board of Supervisors' authorization to advertise Invitation for Bids No. 030724 - *Purchase of AR-15 Rifles* will ensure the deputies will have the weapons needed to train with and be issued.

The Sheriff's Office believes it is in the best interest of its deputies and the public to have more consistent training by having uniform rifles. The funds have been set aside for purchasing rifles and the bidding process will help in evaluating the costs and who can complete the requested rifles.

Recommendation

The Sheriff's Office recommends that the Board of Supervisors authorize the advertisement of Invitation for Bids No. 030724 - *Purchase of AR-15 Rifles* for the Sheriff's Office.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 030724 - *Purchase of AR-15 Rifles* for the Sheriff's Office. **(Sarah White)**

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Attachments

Request to Advertise

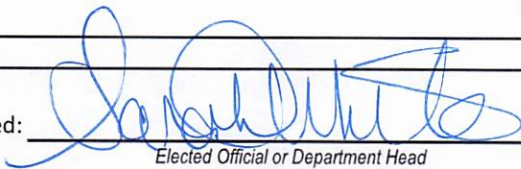
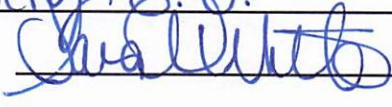
Invitation for Bids No. 030724

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## EXHIBIT "H"

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

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

<b>IS THIS A REQUEST FOR</b> <i>Check one</i> Bids <input checked="" type="checkbox"/> _____ Proposals _____ Qualifications _____	<b>REQUEST NUMBER</b> _____ (For Procurement Use Only)		
<b>I. DESCRIPTION:</b> <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i> FUNDING _____ PROJECTS: <u>Sheriff's Office Rifles</u> Fund <u>1005</u> Dept No. <u>300</u> Program <u>340</u> Location <u>000</u> Account <u>4140.40</u> INTENT: _____ _____ Signed: <u></u> Date <u>3/7/24</u> <i>Elected Official or Department Head</i>			
<b>II. DEPARTMENTAL INFORMATION ONLY:</b> <i>Action Dates</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           DATE            Department Receipt _____            Presented to Board _____            Delivered to Paper _____            Advertised From _____            Closing Date _____            Awarded To _____         </td> <td style="width: 50%; vertical-align: top;">           Placed on Agenda _____            Approved to Call _____            Paper Name _____            To _____            Bid Award Date _____            Pre-Bid Meeting Date _____         </td> </tr> </table>		DATE Department Receipt _____ Presented to Board _____ Delivered to Paper _____ Advertised From _____ Closing Date _____ Awarded To _____	Placed on Agenda _____ Approved to Call _____ Paper Name _____ To _____ Bid Award Date _____ Pre-Bid Meeting Date _____
DATE Department Receipt _____ Presented to Board _____ Delivered to Paper _____ Advertised From _____ Closing Date _____ Awarded To _____	Placed on Agenda _____ Approved to Call _____ Paper Name _____ To _____ Bid Award Date _____ Pre-Bid Meeting Date _____		
<b>III. OTHER APPROVAL:</b> <i>Only as necessary</i> Department Name: <u>Gila County S.D.</u> Department Head Signature <u></u> Date <u>3/7/24</u> Department Name: _____ Department Head Signature _____ Date _____			
<b>IV. APPROVED</b> Finance Director Signature _____ Date _____			

**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID NO. 030724**

**Purchase of AR-15 Rifles**



**\*BOARD OF SUPERVISORS\***

**Stephen Christensen, Chairman**

**Timothy Humphrey, Vice Chairman**

**Woody Cline, Member**

**\*COUNTY MANAGER\***

**James Menlove**





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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
030724**

**BID DUE DATE: Wednesday, May 15, 2024**

**TIME: 1:00 PM**

**DESCRIPTION: Purchase of AR-15 Rifles**

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: BETTY HURST  
COPPER BUILDING  
1350 EAST MONROE GLOBE, ARIZONA 85501**

**Bid 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](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

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

The Board of Supervisors reserves the right to reject any or all 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 advertisement dates: April 23, 2024, and April 30, 2024.

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

Signed: \_\_\_\_\_  
Stephen Christensen, Chairman, Board of Supervisors

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

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

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

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**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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**GENERAL SCOPE**

It is the intent of this solicitation to purchase AR-15 Rifles for use in Law Enforcement Situations.

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" Page 12, and as specified on Price Sheet for total price being proposed.**

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

The purchase of the following:

AR-15 rifle select-fire (full auto) with 11.5-inch barrel.

Detachable 5.56 full auto rated sound suppressor.

MAGPUL: MS4 Dual QD Sling Gen2 black in color.

MAGPUL: M-LOK Polymer Rail 11 slots black in color.

Streamlight: TLR RM-2 low profile rail mounted system.

EOTECH: EXPS2-2 HWS, G33 magnifier with QD switch to side mount.

**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.

**Amendments**

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

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

**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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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.

**Late Bids**

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

***Submittal Bid Format:***

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

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

**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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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 "Purchase of AR-15 Rifles", "Bid No. 030724", "May 15, 2024" and "1:00 PM" 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 1:00 PM. AZ Time, Wednesday, May 15, 2024. Bids will be opened at 1:00 PM., Wednesday, May 15, 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.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

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

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

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



**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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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 page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 030724 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. 030724, 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.

**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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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.

**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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

**BID NO. 030724**  
**Purchase of AR-15 Rifles**

---

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 030724**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase AR-15 Rifles. This Invitation for Bid No. 030724 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, and Offer Page 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.

**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, 2025. 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, 2025**, unless terminated, cancelled or extended as otherwise provided herein.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 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.

**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Product must be delivered no later than June 30, 2025. 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 County Procurement written documentation from the manufacturer 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.

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**SPECIFICATION/PRICE SHEET**

**Complete and Return this form** for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

**Vendor Name:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

<b>QTY</b>	<b>DESCRIPTION</b>			<b>PRICE EACH</b>	<b>TOTAL</b>
<b>55</b>	Ar-15 rifle select-fire (full auto) with 11.5-inch barrel				
<b>55</b>	Detachable 5.56 full auto rated sound suppressor				
<b>55</b>	MAGPUL: MS4 Dual QD Sling Gen2 Black in color				
<b>165</b>	MAGPUL: M-LOK Polymer Rail 11 slots black in color				
<b>55</b>	Streamlight: TLR RM-2 low profile rail mounted system				
<b>55</b>	EOTEC: EXPS2-2 HWS, G33 magnifier with QD switch to side mount				
<b>OTHER COSTS</b>					
<b>SALES TAX</b>					
<b>TOTAL</b>					

**Delivery Location:** \_\_\_\_\_

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

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

## 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 030724 Purchase of AR-15 Rifles

The applicant submitting this Bid warrants the following:

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

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

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**Signature of Authorized Person to Sign**

---

**Printed Name**

---

**Title**

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

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF:                        )

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

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

That he is bidding on **Gila County Bid No. 030724 - Purchase of AR-15 Rifles and,**

That neither he nor anyone associated with the said \_\_\_\_\_  
\_\_\_\_\_  
(Name of Business)

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

\_\_\_\_\_  
**Name of Business**  
  
\_\_\_\_\_  
**By**  
  
\_\_\_\_\_  
**Title**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Notary Public**

**My Commission expires:**  
\_\_\_\_\_



**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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**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.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

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

**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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**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.

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**Signature of Authorized Representative**

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**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:** \_\_\_\_\_

\_\_\_\_\_  
**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:** \_\_\_\_\_

**Vendor** \_\_\_\_\_

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

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

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

**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 EXECUTED**

QUALIFICATION & CERTIFICATION FORM

\_\_\_\_\_

CERTIFICATION REGARDING DEBARMENT

\_\_\_\_\_

PRICE SHEETS

\_\_\_\_\_

NO COLLUSION AFFADAVIT

\_\_\_\_\_

LEGAL ARIZONA WORKS ACT COMPLIANCE

\_\_\_\_\_

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

\_\_\_\_\_

OFFER PAGE

\_\_\_\_\_

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**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

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. 030724 Purchase of AR-15 Rifles.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before May 15, 2024, 1:00 PM.

**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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**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: 030724 Purchase of AR-15 Rifles**

**Firm Submitting Bid:**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

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

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

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

Fax \_\_\_\_\_

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

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

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

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

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

**BID NO. 030724**  
**Purchase of AR-15 Rifles**

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

***The Offer is hereby Accepted:***

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 030724 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 030724**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Stephen Christensen, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
James Menlove, Clerk of the Board

**APPROVED AS TO FORM:**

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

**ARF-8674**

**Regular Agenda Item 2. C.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY2024-2025

Budgeted?: No

Contract Dates July 1, 2023 through

Grant?: Yes

Begin & End: June 30, 2025

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Agreement between the Arizona Department of Public Safety (DPS) and the Gila County Sheriff's Office (GCSO) regarding local border support (LBS).

Background Information

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within Gila County, through the cooperative efforts of DPS and the GCSO.

Evaluation

DPS agrees to disburse Local Border Support (LBS) funding for personnel and equipment as requested in the LBS application at a total of \$502,326. The award shall include salary and employee-related expenses for one (1.0 FTE) K-9 Sergeant and two (2.0 FTE) deputies at a cost of \$271,882. Funding for three (3) K-9-equipped Chevrolet Tahoe vehicles, including upfitting at a cost of \$230,444, will be disbursed.

Conclusion

The GCSO ila County Sheriff's Office will receive funding for Local Border Support from the Department of Public Safety in the amount of \$502,326, which will include salary and employee-related expenses for one (1.0 FTE) K-9 Sergeant and two (2.0 FTE) deputies at a cost of \$271,882, and funding for three (3) K-9 equipped Chevy Tahoe's including up fitting at a cost of \$230,444 will be disbursed for a performance period of July 1,



2023 through June 30, 2025.

Recommendation

Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the agreement between DPS and the GCSO for LBS in the amount of \$502,326, which will include salary and employee-related expenses for one (1.0 FTE) K-9 Sergeant and two (2.0 FTE) deputies at a cost of \$271,882, and funding for three (3) K-9 equipped Chevy Tahoe's including up fitting at a cost of \$230,444 will be disbursed for a performance period of July 1, 2023, through June 30, 2025.

Suggested Motion

Information/Discussion/Action to approve an Agreement Regarding Local Border Support between the Arizona Department of Public Safety and Gila County Sheriff's Office in the amount of \$502,326, which will include salary and employee-related expenses for one K-9 Sergeant and two deputies at a cost of \$271,882, and funding for three up fitted and K-9 equipped Chevrolet Tahoe vehicles at a cost of \$230,444 that will be disbursed for a performance period of July 1, 2023 through June 30, 2025. **(Sarah White)**

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Attachments

Agreement Regarding Local Border Support  
County Attorney's Approval as to Form

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## **AGREEMENT REGARDING LOCAL BORDER SUPPORT**

This Agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and Gila County ("County"). The County will perform some of its roles in this Agreement through the Gila County Sheriff's Office ("GCSO").

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within Gila County, through the cooperative efforts of DPS and the GCSO – Local Border Support, hereinafter referred to as "LBS."

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions.

### **I. PARTICIPATION**

Utilizing Local Border Support ("LBS") funds, DPS agrees to fund, as further described in Section II, personal services, professional and non-capital equipment and additional miscellaneous operating expenses.

### **II. DISBURSEMENT**

DPS agrees to disburse LBS funding for personnel and equipment as requested in the Local Border Support application at a total of \$502,326. The award shall include salary and employee related expenses for one (1.0 FTE) K-9 Sergeant and two (2.0 FTE) deputies at a cost of \$271,882. Funding for three (3) K-9 equipped Chevy Tahoe's including upfitting at a cost of \$230,444 will be disbursed.

### **III. IMMIGRATION**

Both parties agree to comply with A.R.S. §§23-214 and 41-4401.

### **IV. NON-DISCRIMINATION**

Both parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

### **V. 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 (including death) of any person 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, agents, employees, or volunteers.

**VI. RECORDKEEPING**

All records regarding the Agreement, including the deputies' time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

**VII. FEES**

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

**VIII. JURISDICTION**

County agrees to permit its deputies to work outside of their regular jurisdictional boundaries.

**IX. ARBITRATION**

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

**X. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

**XI. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective on July 1, 2023 and shall remain in effect until June 30, 2025. All equipment must be received and fully paid for by June 30, 2025. Any funds unexpended will be deobligated and returned to DPS.

**XII. AVAILABILITY OF FUNDS**

Every payment obligation of DPS 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 the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**XIII. CANCELLATION**

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

**XIV. TERMINATION**

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property purchased by a party pursuant to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

Any notice required to be given under the Agreement will be provided by mail to:

Philip L. Case, Budget Officer  
Arizona Department of Public Safety  
P.O. Box 6638, Mail Drop 1330  
Phoenix, Arizona 85005-6638

Sheriff J. Adam Sheperd  
Gila County Sheriff's Office  
P.O. Box 311  
Globe, AZ 85502

**XV. VALIDITY**

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

**STATE OF ARIZONA**

BY: \_\_\_\_\_  
Jeffrey D. Glover, Director  
Arizona Department of Public Safety

DATE: \_\_\_\_\_

**GILA COUNTY**

BY: \_\_\_\_\_  
Mr. Steve Christensen, Chair

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mr. James Menlove, Clerk of the Board

DATE: \_\_\_\_\_

APPROVED:

BY: \_\_\_\_\_  
J. Adam Sheperd, Sheriff

DATE: 3-28-2024

#7921

APPROVAL AS TO FORM

The Gila County Attorney's office has reviewed this agreement and approved it as to proper form as required by A.R.S. § 11-952(D). When reviewing this agreement for proper form we consider whether the following have been addressed:

1. Identification of parties.
2. Offer and acceptance.
3. Existence of consideration (we do not review to consider adequacy of consideration).
4. That certain provisions specifically required by statute are included (e.g. provisions concerning non-availability of funds and conflict of interest (A.R.S. § 38-511)).
5. That the agreement is within the powers and authority granted under the laws of the State of Arizona to the client.

We have not reviewed the agreement for other issues. Therefore, approval as to proper form should not be considered as approval of the appropriateness of the terms and conditions of the agreement of the underlying transaction. In addition, approval as to form should not be considered approval of the underlying policy considerations addressed by the agreement.

4/18/23  
Dated

  
Signed

**ARF-8631**

**Regular Agenda Item 2. D.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY 2025

Budgeted?: Yes

Contract Dates October 1, 2024

Grant?: Yes

Begin & End: through September 30,  
2025

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Authorization to ratify the electronically submittd four FFY (federal fiscal year) 2025 Grant Applications for Law Enforcement Projects to the Arizona Governor's Office of Highway Safety (GOHS): 1) Speed Enforcement Overtime; 2) Unmarked Vehicles and outfitting; 3) LIDAR units; and 4) Intoxilyzer 9000 units; adopt Resolution No. 24-04-03; and authorization the Chairman's signature on the Certification form.

Background Information

The Gila County Sheriff's Office is working with a limited overtime budget and short staffing. In order for the Sheriff's deputies to participate in speed enforcement details, overtime funding is needed. The Sheriff's Office would like to reduce the number of traffic collision injuries and fatalities by increasing speed enforcement. To accomplish this, the Sheriff's Office would like to purchase two unmarked vehicles, upgrade the LIDAR units, and replace the Intoxilyzer units. The Sheriff's Office learned of multiple grant opportunities through the GOHS. Due to the short notice about the grant opportunities, the Gila County Sheriff's Office electronically submitted the four grant applications on March 7, 2024, to meet the deadline. A grant application was submitted in the amount of \$25,000 of which \$20,109 is for personnel and \$4,891 is for ERE (employed-related expenses) to enhance speed enforcement throughout Gila County; and a grant application was submitted in the amount of \$241,545 to purchase two unmarked vehicles; \$10,459 for LIDAR units; and \$31,028 for Intoxilyzer 9000 units to be used for speed and DUI

enforcement.

### Evaluation

If the GOHS awards grants to the Sheriff's Office for the four grant applications that were submitted on March 7th, the funds will be used to provide overtime funding for deputies' speed enforcement activities, to purchase two unmarked vehicles, four LIDAR units and four Intoxilyzer 9000 units to also be used for speed and DUI enforcement.

### Conclusion

The Gila County Sheriff's Office submitted four grant applications to the GOHS on March 7, 2024, to request funding assistance to provide overtime funding in the amount of \$25,000; provide funding in the amount of \$241,545 to purchase two unmarked vehicles; provide funding in the amount of \$10,459 for (4) LIDAR units; and provide funding in the amount of \$31,028 for (4) Intoxilyzer 9000 units. The Board of Supervisors needs to approve the submittal of the four grant applications.

### Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of four grant applications that were submitted to the GOHS on March 7, 2024; adopt Resolution No. 24-04-03; and authorize the Chairman's signature on the Certification form. If grants are awarded, the performance period for both grants begin on October 1, 2024, and end on September 30, 2025.

### Suggested Motion

Information/Discussion/Action to ratify the Sheriff's Office electronic submission of four FFY 2025 Grant Applications to the Governor's Office of Highway Safety for law enforcement projects - 1) \$25,000 of which \$20,109 is for personnel and \$4,891 is for ERE (employed-related expenses), 2) \$241,545 to purchase two unmarked vehicles, 3) \$10,459 for LIDAR units and, 4) \$31,028 for Intoxilyzer 9000 units to be used for speed and DUI enforcement; adopt Resolution No. 24-04-03; and authorize the Chairman's signature on the Certification form, all of which are components of the Grant Applications. **(Dennis Newman)**

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### Attachments

Resolution No. 24-04-03

Certification for GOHS Grant applications

Grant Application-Intoxilyzer 9000 units

Grant Application- LIDAR units

Grant Application-unmarked vehicles

Grant Application-Overtime

Request Letter

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**RESOLUTION NO. 24-04-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2025 FFY HIGHWAY SAFETY PLAN**

**WHEREAS**, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

**WHEREAS**, Gila County, through the Gila County Sheriff's Office, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration.

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

1. THAT approval of the submission of projects for consideration in Arizona's 2025 FFY Highway Safety Plan is granted.
2. THAT Sheriff J. Adam Shepherd is appointed agent for Gila County, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grants.

**PASSED AND ADOPTED** by the Board of Supervisors of Gila County, Arizona, this 16<sup>th</sup> day of April 2024.

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



## **CERTIFICATION**

**I HEREBY CERTIFY** that the foregoing Resolution No. 24-04-03 was duly passed and adopted by the Board of Supervisors of Gila County, Arizona, at a Regular Meeting held on the 16<sup>th</sup> day of April 2024, and that a quorum was present at the meeting.

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



## ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

**Federal Fiscal Year: 2025**

**DUE DATE: March 8, 2024**

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216 if you need assistance with this application. Please email proposal to [grants@azgohs.gov](mailto:grants@azgohs.gov)

### SECTION A: Agency Application Information

**Agency:**

Agency Name:

Address:

City, State, Zip:

Fax:

Phone:

**Governmental Unit:  
(City, Town, County)**

Governmental Name:

Mgr/Supvr Title & Name:

Address:

City, State, Zip:

**Project Director:**

Chief/Sheriff Title & Name:

Address:

City, State, Zip:

Phone:

Email:

**Project Admin:**

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

**Financial Contact:**

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS**

Fill in the information and statistics in this section for your jurisdiction.

**Project Title:**

**Project Description:** (1 or 2 paragraphs, brief overview)

**Number of sworn officers:**

**Total Population in your city/town or county:**

**Total Road Mileage:** Highway                      Local                      Total

**Crash Data:** Include all data for your jurisdiction, not crashes only worked by your agency.

	2022	2021	2020
Total Crashes			
Total Injury Crashes			
Total Fatal Crashes			
Total Impaired-related Crashes			
Total Impaired-related Serious Injuries			
Total Impaired-related Fatalities			
Total Speed-related Crashes			
Total Speed-related Serious Injuries			
Total Speed-related Fatalities			

The data above represents: County                      City/Town

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS**

Fill in the information and statistics in this section for your jurisdiction.

	2023	2022	2021
Total Contacts (Traffic Stops)			
Total Sober Designated Drivers Contacted			
Total Know Your Limit Contacts			
DRE Evaluations Conducted			
<b>TOTAL DUI ARRESTS</b>			
Total DUI Aggravated			
Total DUI Misdemeanor			
Total DUI Extreme (.15 or Above)			
Under 21 DUI Arrests			
Average BAC			
Distracted Driving Citations			
Total DUI Drug Arrests			
30-Day Vehicle Impounds			
Seat Belt Citations			
Child Restraint Citations			
Criminal Speed Citations			
Reckless Driving Citations			
Civil Speed Citations			
Other Citations			
Other Arrests			
Participating Officer/Deputies (Cumulative)			

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-2: Problem Identification**

Provide a narrative of the highway safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

---

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION C: Goals and Objectives – IMPAIRED DRIVING**

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

**Agency Goals:**

To decrease the number of impaired driving-related crashes                      % from                      in calendar year  
2023 to                      by December 31, 2025.

To decrease the number of serious injuries in impaired driving-related                      % from  
crashes in calendar year 2023 to                      by December 31, 2025.

To decrease the number of fatalities in impaired driving-related crashes                      % from                      in  
calendar year 2023 to                      by December 31, 2025.

**Contract Objectives:**

To participate in a minimum of                      DUI saturation patrols per quarter during FFY 2025.

To participate in a minimum of                      DUI task force operations per quarter during FFY 2025.

**Additional Contract Objectives:**

*In addition to the required goals and objectives, create two additional contract objectives  
that your agency can achieve by the end of FFY 2025.*

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION D: Project Strategies and Activities (Method of Procedure)**

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

**S = Specific**  
**M = Measurable**  
**A = Action-Oriented**  
**R = Realistic**  
**T = Time-Framed**

---

1st Quarter: 10/01/2024 - 12/31/2024

Estimated 1st Quarter Expenditures:

2nd Quarter: 01/01/2025 - 03/31/2025

Estimated 2nd Quarter Expenditures:



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION D: Project Strategies and Activities (Continued)**

3rd Quarter: 04/01/2025 - 06/30/2025

Estimated 3rd Quarter Expenditures:

4th Quarter: 07/01/2025 - 09/30/2025

Estimated 4th Quarter Expenditures:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION E: Detailed Project Budget**

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

**Personnel Services**

**Description:**

Personnel Services:			Employee Related Expenses:	
Description	Requested Amount	Overtime Amount	ERE Amount	ERE %

**Total:**

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Professional & Outside Services**

**Description:**

**Professional & Outside Services:**

Description	Requested Amount

**Total:**

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Travel**  
**In-state & Out-of-State**

**Description:**

**Travel:**

Description	Transport	Lodging	Meals	Misc.	Amount

**Total:**

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
Grant Application for Law Enforcement Projects

Materials & Supplies

Description:

**Materials & Supplies:** Designated for items with a per unit cost less than \$5,000.00.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

**Total:**

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
Grant Application for Law Enforcement Projects

Capital Outlay

Description:

**Capital Outlay:** Designated for any equipment with a per unit cost of \$5,000.00 or more. All other items should be placed in Materials & Supplies.

**NOTE:** It is the Agency's responsibility to confirm the equipment is Buy America compliant. A letter from the manufacturer may be required.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Total Estimated Costs**

Description	Requested Amount
Personnel Services	
Employee Related Expenses	
Professional & Outside Services	
Travel	
Materials & Supplies	
Capital Outlay	
<b>Total:</b>	

**ERE:**

**SECTION F: Additional Proposal Information**

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.



## ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

**Federal Fiscal Year: 2025**

**DUE DATE: March 8, 2024**

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216 if you need assistance with this application. Please email proposal to [grants@azgohs.gov](mailto:grants@azgohs.gov)

### SECTION A: Agency Application Information

**Agency:** Agency Name:  
Address:  
City, State, Zip:  
Fax:  
Phone:

**Governmental Unit:** Governmental Name:  
**(City, Town, County)** Mgr/Supvr Title & Name:  
Address:  
City, State, Zip:

**Project Director:** Chief/Sheriff Title & Name:  
Address:  
City, State, Zip:  
Phone:  
Email:

**Project Admin:** Title & Name:  
Address:  
City, State, Zip:  
Phone:  
Email:

**Financial Contact:** Title & Name:  
Address:  
City, State, Zip:  
Phone:  
Email:

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS**

Fill in the information and statistics in this section for your jurisdiction.

**Project Title:**

**Project Description:** (1 or 2 paragraphs, brief overview)

**Number of sworn officers:**

**Total Population in your city/town or county:**

**Total Road Mileage:** Highway                      Local                      Total

**Crash Data:** Include all data for your jurisdiction, not crashes only worked by your agency.

	2022	2021	2020
Total Crashes			
Total Injury Crashes			
Total Fatal Crashes			
Total Impaired-related Crashes			
Total Impaired-related Serious Injuries			
Total Impaired-related Fatalities			
Total Speed-related Crashes			
Total Speed-related Serious Injuries			
Total Speed-related Fatalities			

The data above represents: County                      City/Town

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS**

Fill in the information and statistics in this section for your jurisdiction.

	2023	2022	2021
Total Contacts (Traffic Stops)			
Total Sober Designated Drivers Contacted			
Total Know Your Limit Contacts			
DRE Evaluations Conducted			
<b>TOTAL DUI ARRESTS</b>			
Total DUI Aggravated			
Total DUI Misdemeanor			
Total DUI Extreme (.15 or Above)			
Under 21 DUI Arrests			
Average BAC			
Distracted Driving Citations			
Total DUI Drug Arrests			
30-Day Vehicle Impounds			
Seat Belt Citations			
Child Restraint Citations			
Criminal Speed Citations			
Reckless Driving Citations			
Civil Speed Citations			
Other Citations			
Other Arrests			
Participating Officer/Deputies (Cumulative)			

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-2: Problem Identification**

Provide a narrative of the highway safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

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**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION C: Goals and Objectives – Police Traffic Services**

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

**Agency Goals:**

To decrease the number of speeding-related crashes                      % from                      in calendar year  
2023 to                      by December 31, 2025.

To decrease the number of serious injuries in speeding-related crashes                      % from  
in calendar year 2023 to                      by December 31, 2025.

To decrease the number of fatalities in speeding-related crashes                      % from                      in  
calendar year 2023 to                      by December 31, 2025.

**Contract Objectives:**

To increase the number of speeding and aggressive driving citations                      % from                      in  
FFY 2023 to                      during FFY 2025.

Conduct targeted speed enforcement efforts a minimum of                      times per month during FFY  
2025.

**Additional Contract Objectives:**

*In addition to the required goals and objectives, create two additional contract objectives  
that your Agency can achieve by the end of FFY 2025.*

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION D: Project Strategies and Activities (Method of Procedure)**

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

**S = Specific**  
**M = Measurable**  
**A = Action-Oriented**  
**R = Realistic**  
**T = Time-Framed**

---

1st Quarter: 10/01/2024 - 12/31/2024

Estimated 1st Quarter Expenditures:

2nd Quarter: 01/01/2025 - 03/31/2025

Estimated 2nd Quarter Expenditures:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION D: Project Strategies and Activities (Continued)**

3rd Quarter: 04/01/2025 - 06/30/2025

Estimated 3rd Quarter Expenditures:

4th Quarter: 07/01/2025 - 09/30/2025

Estimated 4th Quarter Expenditures:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION E: Detailed Project Budget**

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

**Personnel Services**

**Description:**

Personnel Services:			Employee Related Expenses:	
Description	Requested Amount	Overtime Amount	ERE Amount	ERE %

**Total:**

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Professional & Outside Services**

**Description:**

**Professional & Outside Services:**

Description	Requested Amount

**Total:**



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Travel**  
**In-state & Out-of-State**

**Description:**

**Travel:**

Description	Transport	Lodging	Meals	Misc.	Amount

**Total:**

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
Grant Application for Law Enforcement Projects

Materials & Supplies

Description:

**Materials & Supplies:** Designated for items with a per unit cost less than \$5,000.00.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

**Total:**

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
Grant Application for Law Enforcement Projects

Capital Outlay

Description:

**Capital Outlay:** Designated for any equipment with a per unit cost of \$5,000.00 or more. All other items should be placed in Materials & Supplies.

**NOTE:** It is the Agency's responsibility to confirm the equipment is Buy America compliant. A letter from the manufacturer may be required.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Total Estimated Costs**

<b>Description</b>	<b>Requested Amount</b>
Personnel Services	
Employee Related Expenses	
Professional & Outside Services	
Travel	
Materials & Supplies	
Capital Outlay	
<b>Total:</b>	

**ERE:**

**SECTION F: Additional Proposal Information**

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.



## ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

**Federal Fiscal Year: 2025**

**DUE DATE: March 8, 2024**

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216 if you need assistance with this application. Please email proposal to [grants@azgohs.gov](mailto:grants@azgohs.gov)

### SECTION A: Agency Application Information

**Agency:**

Agency Name:

Address:

City, State, Zip:

Fax:

Phone:

**Governmental Unit:  
(City, Town, County)**

Governmental Name:

Mgr/Supvr Title & Name:

Address:

City, State, Zip:

**Project Director:**

Chief/Sheriff Title & Name:

Address:

City, State, Zip:

Phone:

Email:

**Project Admin:**

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

**Financial Contact:**

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS**

Fill in the information and statistics in this section for your jurisdiction.

**Project Title:**

**Project Description:** (1 or 2 paragraphs, brief overview)

**Number of sworn officers:**

**Total Population in your city/town or county:**

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**Crash Data:** Include all data for your jurisdiction, not crashes only worked by your agency.

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Total Speed-related Fatalities			

The data above represents: County                      City/Town

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS**

Fill in the information and statistics in this section for your jurisdiction.

	2023	2022	2021
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Total Sober Designated Drivers Contacted			
Total Know Your Limit Contacts			
DRE Evaluations Conducted			
<b>TOTAL DUI ARRESTS</b>			
Total DUI Aggravated			
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Total DUI Extreme (.15 or Above)			
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Other Citations			
Other Arrests			
Participating Officer/Deputies (Cumulative)			

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-2: Problem Identification**

Provide a narrative of the highway safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

---



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION C: Goals and Objectives – Police Traffic Services**

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

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To decrease the number of speeding-related crashes                      % from                      in calendar year  
2023 to                      by December 31, 2025.

To decrease the number of serious injuries in speeding-related crashes                      % from  
in calendar year 2023 to                      by December 31, 2025.

To decrease the number of fatalities in speeding-related crashes                      % from                      in  
calendar year 2023 to                      by December 31, 2025.

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To increase the number of speeding and aggressive driving citations                      % from                      in  
FFY 2023 to                      during FFY 2025.

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2025.

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*In addition to the required goals and objectives, create two additional contract objectives  
that your Agency can achieve by the end of FFY 2025.*

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION D: Project Strategies and Activities (Method of Procedure)**

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

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1st Quarter: 10/01/2024 - 12/31/2024

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2nd Quarter: 01/01/2025 - 03/31/2025

Estimated 2nd Quarter Expenditures:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION D: Project Strategies and Activities (Continued)**

3rd Quarter: 04/01/2025 - 06/30/2025

Estimated 3rd Quarter Expenditures:

4th Quarter: 07/01/2025 - 09/30/2025

Estimated 4th Quarter Expenditures:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION E: Detailed Project Budget**

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

**Personnel Services**

**Description:**

Personnel Services:			Employee Related Expenses:	
Description	Requested Amount	Overtime Amount	ERE Amount	ERE %

**Total:**

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Professional & Outside Services**

**Description:**

**Professional & Outside Services:**

Description	Requested Amount

**Total:**

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Travel**  
**In-state & Out-of-State**

**Description:**

**Travel:**

Description	Transport	Lodging	Meals	Misc.	Amount

**Total:**

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
Grant Application for Law Enforcement Projects

Materials & Supplies

Description:

**Materials & Supplies:** Designated for items with a per unit cost less than \$5,000.00.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
Grant Application for Law Enforcement Projects

Capital Outlay

Description:

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**NOTE:** It is the Agency's responsibility to confirm the equipment is Buy America compliant. A letter from the manufacturer may be required.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Total Estimated Costs**

<b>Description</b>	<b>Requested Amount</b>
Personnel Services	
Employee Related Expenses	
Professional & Outside Services	
Travel	
Materials & Supplies	
Capital Outlay	
<b>Total:</b>	

**ERE:**

**SECTION F: Additional Proposal Information**

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.



## ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY Grant Application for Law Enforcement Projects

**Federal Fiscal Year: 2025**

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### SECTION A: Agency Application Information

**Agency:**

Agency Name:

Address:

City, State, Zip:

Fax:

Phone:

**Governmental Unit:  
(City, Town, County)**

Governmental Name:

Mgr/Supvr Title & Name:

Address:

City, State, Zip:

**Project Director:**

Chief/Sheriff Title & Name:

Address:

City, State, Zip:

Phone:

Email:

**Project Admin:**

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

**Financial Contact:**

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS**

Fill in the information and statistics in this section for your jurisdiction.

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**Project Description:** (1 or 2 paragraphs, brief overview)

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**Total Road Mileage:** Highway                      Local                      Total

**Crash Data:** Include all data for your jurisdiction, not crashes only worked by your agency.

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Total Impaired-related Serious Injuries			
Total Impaired-related Fatalities			
Total Speed-related Crashes			
Total Speed-related Serious Injuries			
Total Speed-related Fatalities			

The data above represents: County                      City/Town

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS**

Fill in the information and statistics in this section for your jurisdiction.

	2023	2022	2021
Total Contacts (Traffic Stops)			
Total Sober Designated Drivers Contacted			
Total Know Your Limit Contacts			
DRE Evaluations Conducted			
<b>TOTAL DUI ARRESTS</b>			
Total DUI Aggravated			
Total DUI Misdemeanor			
Total DUI Extreme (.15 or Above)			
Under 21 DUI Arrests			
Average BAC			
Distracted Driving Citations			
Total DUI Drug Arrests			
30-Day Vehicle Impounds			
Seat Belt Citations			
Child Restraint Citations			
Criminal Speed Citations			
Reckless Driving Citations			
Civil Speed Citations			
Other Citations			
Other Arrests			
Participating Officer/Deputies (Cumulative)			

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION B-2: Problem Identification**

Provide a narrative of the highway safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

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**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION C: Goals and Objectives – Police Traffic Services**

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

**Agency Goals:**

To decrease the number of speeding-related crashes                      % from                      in calendar year  
2023 to                      by December 31, 2025.

To decrease the number of serious injuries in speeding-related crashes                      % from  
in calendar year 2023 to                      by December 31, 2025.

To decrease the number of fatalities in speeding-related crashes                      % from                      in  
calendar year 2023 to                      by December 31, 2025.

**Contract Objectives:**

To increase the number of speeding and aggressive driving citations                      % from                      in  
FFY 2023 to                      during FFY 2025.

Conduct targeted speed enforcement efforts a minimum of                      times per month during FFY  
2025.

**Additional Contract Objectives:**

*In addition to the required goals and objectives, create two additional contract objectives  
that your Agency can achieve by the end of FFY 2025.*

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION D: Project Strategies and Activities (Method of Procedure)**

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

**S = Specific**  
**M = Measurable**  
**A = Action-Oriented**  
**R = Realistic**  
**T = Time-Framed**

---

1st Quarter: 10/01/2024 - 12/31/2024

Estimated 1st Quarter Expenditures:

2nd Quarter: 01/01/2025 - 03/31/2025

Estimated 2nd Quarter Expenditures:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION D: Project Strategies and Activities (Continued)**

3rd Quarter: 04/01/2025 - 06/30/2025

Estimated 3rd Quarter Expenditures:

4th Quarter: 07/01/2025 - 09/30/2025

Estimated 4th Quarter Expenditures:



**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**SECTION E: Detailed Project Budget**

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

**Personnel Services**

**Description:**

Personnel Services:			Employee Related Expenses:	
Description	Requested Amount	Overtime Amount	ERE Amount	ERE %

**Total:**

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Professional & Outside Services**

**Description:**

**Professional & Outside Services:**

Description	Requested Amount

**Total:**

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Travel**  
**In-state & Out-of-State**

**Description:**

**Travel:**

Description	Transport	Lodging	Meals	Misc.	Amount

**Total:**

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
Grant Application for Law Enforcement Projects

Materials & Supplies

Description:

**Materials & Supplies:** Designated for items with a per unit cost less than \$5,000.00.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

**Total:**

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
Grant Application for Law Enforcement Projects

Capital Outlay

Description:

**Capital Outlay:** Designated for any equipment with a per unit cost of \$5,000.00 or more. All other items should be placed in Materials & Supplies.

**NOTE:** It is the Agency's responsibility to confirm the equipment is Buy America compliant. A letter from the manufacturer may be required.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

**ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**Grant Application for Law Enforcement Projects**

**Total Estimated Costs**

<b>Description</b>	<b>Requested Amount</b>
Personnel Services	
Employee Related Expenses	
Professional & Outside Services	
Travel	
Materials & Supplies	
Capital Outlay	
<b>Total:</b>	

**ERE:**

**SECTION F: Additional Proposal Information**

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.

**Mike Johnson – Chief Deputy**  
**Sarah White – Chief Administrative Officer**  
**Travis Baxley – Task Force Commander**  
**Tim Scott – Lt. Northern District**  
**Jim Lahti – Lt. Southern District**



**Dennis Newman – Undersheriff**  
**Ray Fulton – Detention Commander**  
**Jared Osborn – Lieutenant**  
**Vi Worthey – Lieutenant**  
**Cindy Roberts – Lieutenant**

**Office of  
Sheriff of Gila County  
J. Adam Shepherd**

March 7<sup>th</sup>, 2024

Director Jesse Torrez  
Governor's Office of Highway Safety  
1700 West Washington Street  
Executive Tower, Suite 430  
Phoenix, Arizona 85007

Director Torrez,

The Gila County Sheriff's Office would like to respectfully submit (4) 2025 GOHS Grant Applications to you for the total amount of \$308,032.00:

1. Police Traffic Services/ Speed Control (PTS#1) – Overtime funding for Speed Enforcement in the amount of \$25,000.00.
2. Police Traffic Services/ Speed Control (PTS#2) – (2) Unmarked Vehicles and outfitting in the amount of \$241,545.00.
3. Impaired Driving (AL) – (3) Intoxilyzer Units for DUI Enforcement in the amount of \$31,028.
4. Police Traffic Services/ Speed Control (PTS#3) – (4) LIDAR Lasers for Speed Enforcement in the amount of \$10,459.00.

The Grant Applications were submitted to your office on March 7<sup>th</sup>, 2024.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible.

The Gila County Board of Supervisors' next regularly scheduled meeting is April 2<sup>nd</sup>, 2024. We will provide the resolution to your office once it is signed and certified.

Thank you for your time and consideration upon reviewing our grant application. Please contact me if there are any further inquiries regarding our 2025 Governor's Office of Highway Safety Grant Applications.

Respectfully,

A handwritten signature in black ink that reads "J. Adam Shepherd".

Sheriff J. Adam Shepherd

**ARF-8683**

**Regular Agenda Item 2. E.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Adam Shepherd, Sheriff

Submitted By: Debra Williams, 911 Coordinator

Department: Sheriff's Office

Fiscal Year: 2025

Budgeted?: No

Contract Dates July 1, 2024 thru June

Grant?: Yes

Begin & End: 30,2025

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Request to develop and submit a grant application to ADOA/ASET (Arizona Department of Administration/Arizona Strategic Enterprise Technology) 9-1-1 Program Office for FY 2025.

Background Information

The NOFA (Notice of Funding Availability) was issued on March 19, 2024 with a submission date of April 30, 2024. An award announcement is set for May 21, 2024, and the performance period of the grant is July 1, 2024, thru June 30, 2025.

This annual grant supports NG9-1-1 emergency call infrastructure for Gila 9-1-1 Network PSAPs (Public Safety Answering Points):

1. Gila County Sheriff's Office (GilaCSO)
2. Payson Police Department (PPD)

Evaluation

Based on system invoices received during the FY 2024 9-1-1 grant period, we will be applying for a base amount of \$140,732 to support basic ESInet infrastructure and services, and Text to 9-1-1 services for the Gila 9-1-1 Network. Additional requests to support projects may be included in the final application submission, and tentative projects are listed below.

**Proposed FY2025 9-1-1 Grant Budget Request**

Network	Category	Title	Description	Amount
Gila	Admin	Admin NRC Admin		



Gila	Contractual	AT&T MRC	NG9-1-1	\$	\$
			ESINet / CHE	11,482.00	137,784.00
Gila	Contractual	Lumen	Text to 9-1-1	\$ 329.00	\$ 3,948.00
		MRC			
			<b>Basic</b>	<b>SubTotal: \$</b>	
			<b>Infrastructure</b>		<b>141,732.00</b>
GilaCSO	PROJECT	Installation of Additional Seat NRC	AT&T CHE	\$ 25,000.00	\$ 25,000
GilaCSO	Contractual	MRC	NG9-1-1	\$	\$ 206,400
		Additional Seat	ESINet / CHE	17,200.00	
PaysonPD	PROJECT	TBD			
<b>Total Including \$ 373,132 Projects:</b>					

<sup>1</sup>NRC = Non-recurring Costs

<sup>2</sup>MRC = Monthly Recurring Costs

<sup>3</sup>ESInet - Emergency Services Internet Protocol Network

<sup>4</sup>Customer Housed Equipment

This grant is a 0% match in funds for a performance period of July 1, 2024, through June 30, 2025.

### Conclusion

At a minimum, the grant application submitted by April 30, 2024, will be in the amount of \$141,732 and may be awarded by ADOA/ASET in accordance with ARS § 41-704. Additional projects will be defined and included with the grant application but funding for projects may or may not be approved.

A final copy of the grant application will be presented to the Board of Supervisors at the time the grant agreement is presented for approval, which will be after the award date of May 21, 2024.

### Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the development and submission of a grant application for FY2025 9-1-1 grant funding in a minimum amount of \$141,732 to support Gila 9-1-1 Network infrastructure and services for Payson Police Department and Gila County Sheriff's Office, and include defined project

requests that may also be approved in the award. This grant is a 0% match in funds for a performance period of July 1, 2024, through June 30, 2025.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office development and submittal of a grant application for FY 2025 9-1-1 Program funding in the amount of \$141,732 to support Gila 9-1-1 Network infrastructure and services for the Payson Police Department and Gila County Sheriff's Office, and include defined project requests that may also be approved in the award for the performance period of July 1, 2024, through June 30, 2025. **(Debra Williams)**

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Attachments

Arizona Department of Administration Notice of Grant Funding for the AZ 9-1-1 Program

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# **Arizona Department of Administration**

## **Arizona 9-1-1 Grant Program - FY2025 Request for Grant Application (RFGA) Notice of Funding Availability (NOFA)**

*Updated 03/05/2024*

### **Eligibility**

Arizona 9-1-1 System Administrators on behalf of  
Eligible Arizona 9-1-1 Public Safety Answering Points (PSAPs) for their system(s)  
in collaboration with regional and local jurisdictions

### **Open Date:**

Applications may be started in eCivis on **March 19, 2024**

### **Grant Period**

**July 1, 2024 to June 30, 2025**

### **Deadline:**

All applications are due by 17:00 (MST) on **April 30, 2024**

### **Award Announcement**

May 21, 2024

### **Service Plans Due**

April 30, 2024

### **For Assistance:**

If you have questions about this grant solicitation  
or are having difficulties with eCivis, please contact:

Travis Jensen, 9-1-1 Administrator  
[travis.jensen@azdoa.gov](mailto:travis.jensen@azdoa.gov)

Mike Gurr, Finance Manager  
[mike.gurr@azdoa.gov](mailto:mike.gurr@azdoa.gov)

## Introduction

The Arizona Department of Administration (ADOA), Arizona 9-1-1 Program, is publishing this notice to announce the availability of funds for the Arizona 9-1-1 Program to be distributed during FY 2025. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), through political subdivisions, perform activities related to implementation and operation of their respective emergency telecommunication systems.

Arizona supports the use of these funds in accordance with the [ARS § 41-704](#) for activities such as:

- Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
- Facilitate the migration of the State's PSAPs to the Next Generation of 9-1-1 capability
- Migration to an Emergency Services IP-enabled (ESINet) network
- Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.

The National Emergency Number Association (NENA) defines NG9-1-1 as:

*"An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations."*

## Eligibility

- Eligible applicants are Arizona 9-1-1 System Administrators, as identified in their approved Arizona 9-1-1 Service Plan. System Administrators must apply for funds on behalf of all PSAPs within their 9-1-1 System.
- For a PSAP to be eligible for funding through its System Administrator, it must meet the following criteria:
  1. Monitor the 9-1-1 service system level of service to ensure that the standards in Arizona Administrative Code Section [R2-1-407](#) are met. Once each fiscal year, the PSAP manager shall obtain a report regarding the 9-1-1 level of service from the Originating Service Provider in the local exchange area. If the report provided by the telephone company indicates that the required service level is not being met, the PSAP manager shall:

- a. Request the telephone company to prepare plans, specifications, and cost estimates to raise the level of service to that required in R2-1-407.
  - b. Notify the Assistant Director under R2-1-406 if, based on information provided by the telephone company, modifications to the system are necessary.
2. Provide service to all callers within its service area 24 hours each day, 7 days a week. To qualify as a primary or secondary PSAP, the PSAP must receive a minimum of three hundred (300) 9-1-1 emergency calls per month per Arizona Administrative Code Section [R2-1-408](#).
  - i. If a PSAP does not receive a minimum of three hundred (300) 9-1-1 emergency calls per month, the System Administrator must submit a letter of justification explaining why the PSAP should qualify for funding. The letter of justification will be approved or disapproved in the sole discretion of the State 9-1-1 Office
3. Refer all calls entering the 9-1-1 service system that do not require a public or private safety response unit to be dispatched to a non-9-1-1 telephone number.
4. Designate a telephone number other than 9-1-1 as a backup number in case the 9-1-1 service system fails. The designated alternate telephone number shall be published in the public telephone directory by the local public safety agency.
5. Develop and maintain a system for recording 9-1-1 calls received by the PSAP. The records shall be retained for at least 31 days from the date of the call and shall include the following information:
  - a. Date and time the call is received
  - b. Nature of the problem
  - c. Action taken by the dispatcher
6. Provide a current and valid GIS Support Memorandum of Understanding (MOU) with the Arizona State 9-1-1 Program to ensure that there is the ability to geospatially route calls. More details are provided below.

PSAPs that have not previously received funding under the Arizona 9-1-1 Program are encouraged to apply to this grant opportunity through their 9-1-1 System Administrator. As part of the application process, System Administrators must upload their current or updated approved Service Plan by April 30, 2024 per Arizona 9-1-1 Program Rules (Arizona Administrative Code R2-1-403).

For PSAPs that did not receive direct funding and would like to apply for funding must either:

- Work with the System Administrator for inclusion in the existing system's Service Plan, or
- Become a designated 9-1-1 System by sending a Service Plan for approval to the Arizona 9-1-1 Program by April 30, 2024: [az911@azdoa.gov](mailto:az911@azdoa.gov)

The following sections must be included as part of the Service Plan:

1. How PSAPs in a 9-1-1 System are currently operating, as well as any plans to enhance services
2. For each individual PSAP:
  - a. Number of 9-1-1 emergency calls monthly utilizing statistics produced from a 9-1-1 Data Analytics Tool
  - b. Number of administrative calls supported by PSAP personnel for each PSAP utilizing statistics produced from a 9-1-1 Data Analytics Tool
  - c. PSAP authorized staffing levels to include actual positions filled including peak busy hour staffing and vacancies at the time of application. Include all titled positions within the PSAP with applicable data.
3. Collaborative Elements and Partners:
  - a. Applicants should provide detail regarding their collaboration efforts with the PSAPs within their community, local units of government, and applicable public or private partnerships and all 9-1-1 stakeholders.

Service plan requirements for new and existing PSAPs can be found at:  
<https://grants.az.gov/sites/default/files/media/911AdminRules.pdf>.

### **Funding Available**

Funding will be available for grants to multiple System Administrators, on behalf of eligible Arizona 9-1-1 Public Safety Answering Points (PSAPs) for their system(s) in collaboration with regional and local jurisdictions, and allocated to each System Administrator Agency to pay, directly to or on behalf of the PSAPs in its Service Plan, 9-1-1 system cost projected for the Grant period (see below) in alignment with the goals of the Arizona 9-1-1 Program, subject to available funding.

***All awards are subject to funding availability at the discretion of the State of Arizona 9-1-1 Program***

### **Grant Period**

All funding for System Administrators will be funded for twelve (12) consecutive months starting July 1, 2024 and ending June 30, 2025.

The funds unexpended by the closeout of the grant (without an approved written extension) will be de-obligated and eligible for future use by the State 9-1-1 Program for any purpose within its discretion. There will be 45 days of an administrative period post end of fiscal year to submit eligible and approved expenses.

### **Funding Priorities and Allowable Costs**

In accordance with [ARS § 41-704](#):

**Equipment:** Necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state. Priority shall be given to establishing emergency telecommunication services in those areas of the state that are without emergency telecommunication services. See Requirements below regarding any GIS related services.

#### **Contractual:**

- a. Monthly recurring costs of emergency telecommunication services, including expenditures for capital, maintenance and operation purposes.
- b. A wireless carrier's costs associated with the provision, development, design, construction and maintenance of the wireless emergency telecommunication services in an amount that the wireless carrier has not recovered through the deduction mechanism specified in federal law.

#### **Administrative Cost:**

- [ARS § 41-704](#), section B, subsection 2, allows  $\frac{1}{3}$  of 5% of the total Fiscal Year 2023 State 911 Revenue to be used for necessary or appropriate costs or consultant fees. Administrative funding will be allocated using the below formula:

$$\text{System Award} \times 1.67\%$$

The following line items will be reimbursed through Administrative Cost and subject to the aggregate limitation on such costs.

#### Personnel:

- Costs associated with administrative oversight of managing local contracts and technical support

- Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency

Fringe Benefits:

- Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator

Travel:

- Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions

Supplies:

- Costs associated with supplies related to System Administrator functions.

Other Costs:

- Training or education assistance related to System Administrator and/or GIS coordinator functions.

### **Special Requirements: Contractual - GIS Projects**

In order to receive funding from the Arizona State 9-1-1 Program to support GIS NG9-1-1 projects, the 9-1-1 system must meet the following requirements:

- A. Have a current and valid GIS Support MOU (Memorandum of Understanding) with the Arizona State 9-1-1, which outlines the terms and conditions for providing GIS services and support.
- B. Be committed to comply with all GIS requirements for geospatial call routing, which includes having accurate and up-to-date geographic data for the areas covered by the 9-1-1 system.
- C. Have demonstrated a need for the funding to support the implementation or maintenance of GIS capabilities. This means that the 9-1-1 system has identified specific projects or activities that require funding to improve or maintain its GIS capabilities, and has provided evidence or documentation to support the need for the funding.

Important Note: The PSAPs are responsible for doing the GIS work in the following order of priority:

1. Directly
2. Utilizing 9-1-1 Program Staff
3. Through existing State GIS contracts regardless of funding availability.

### **Restrictions on Use of Funds**

Grant funds may not be used for any other purposes than specifically specified above including, without limitation, for the following kinds of activities:

1. Costs associated with PSAP relocation, move, or remodel (except costs of relocating Call Handling Equipment preplanned with and pre approved by the State 9-1-1 Office).



2. Back-up sites
3. Late payment fees, unless approved in advance and in writing
4. Equipment replacement not pre approved pursuant to the grant process
5. Buildings, facilities, or vehicles
6. The portion of the logging recorder applicable to CAD and Radio (~1/3).

## **Application and Submission Information**

All Systems will be categorized into 2 categories: A and B. Systems in Category A are Systems that have migrated to the State's NG9-1-1 solution through Comtech. PSAPs in category B are PSAPs that are scheduled to migrate to the State's NG9-1-1 solution through Comtech within the grant period.

**Category A** - Systems that have migrated to the State's NG9-1-1 solution through Comtech may include all application components below

**Category B** - Systems that have not migrated to the State NG9-1-1 solution, and are scheduled for migration in FY25, may include all components below and the additional Legacy component

**Projects:** All projects must include the following information provided:

**1. Scope of Work:**

- a. A detailed narrative description of the project's work requirements.

**2. Project Timeline:**

- a. Detail each project objective, activity, expected completion date, and responsible person or organization.
- b. Specify for each project in the application request

**3. Sustainability Plan:**

- a. Applicants should identify future potential funding sources to ensure the projects and programs will be sustainable and ongoing beyond the funding availability whether new projects or ongoing.

**4. Quotes**

- a. Detailed costs associated with the project and how it is related to the scope of work

## **Evaluation Criteria:**

The State 9-1-1 Program will evaluate applications and select those applications deemed susceptible for an award. The maximum points that an applicant may receive through this process is a score of 70 points.

## **Scoring measures**

Scope of Work	25 Points
Project Timeline	10 Points
Sustainability Plan	10 Points
Quotes	25 Points

### Scope of Work:

For a proposed project, provide an overview that includes a summary of the need, project objectives, performance measures, and a detailed narrative description of the project's work requirements.

Scope of work will be scored based on the level of detail provided and how the applicant demonstrates that the Scope of Work requirements are met.

### Project Timeline:

Provide details regarding each objective, activity, expected completion date. Project timeline should include all activities the applicant will take to meet project requirements and include any milestones that will need to be met within the given timeframe.

Project timeline will be scored based on the level of detail provided and whether the applicant can meet the timeline requirements of the grant.

### Sustainability Plan:

Identify how the project will be evaluated to determine if the project is meeting its stated goals. The evaluation plan will include who will be responsible for oversight, how issues will be identified, and how action plans will be developed to resolve issues.

The sustainability plan will be scored based on the level of detail provided and whether the applicant is able to demonstrate the ability to provide oversight and respond to any issue they may encounter.

### Quotes:

Provide appropriate documentation, including quotes from service providers or contractors, where applicable. This may be done on a separate document and uploaded with the application or utilize the budget justification text box.

Quotes will be scored based on the quality and level of detail provided.

## **Budget Module and Narrative**

The budget module should include all PSAP requests within the 9-1-1 System. The budget module should provide the detailed computation for each budget line item, listing the total cost of each, and show how it was calculated. The budget must list itemized cost by category. Refer to the eCivis Application Help Guide to complete the budget request in the application.

Below are examples of where 9-1-1 budget requests would fit in the standard budget categories that are in the eCivis application.

### **1. Equipment:**

- NG9-1-1 CHE contracted equipment items through a State contracted Vendor (Solacom, AT&T, etc.) (Category A and B)
- All Legacy contractual equipment costs through Lumen. This includes all Network and CHE bundled costs. (Category B only)
- Logging recorder portion applicable to 9-1-1 (~2/3)
- Software and/or hardware support
- Call Handling Equipment Consoles
- Additional NG9-1-1 CHE contractual items not included in NG911 upgrade

### **2. Contractual:** Any vendor contracts the PSAP or System Administrator needs to provide 9-1-1 service, including necessary and appropriate consulting services or recurring monthly bills

- NG911
  - Originating Service Provider (OSP) contracts related to services for wireline/wireless connectivity into a PSAP.
  - Additional NG9-1-1 CHE contractual items not included in NG9-1-1 upgrade
- GIS
  - GIS Project - hiring of GIS company to complete a GIS project for PSAP or System

### **3. Budget Narrative:**

- The budget narrative should thoroughly and clearly describe every category of expense listed in the budget request. The narrative must provide sufficient explanation of each budget category requested in order to establish the need for the funds in each category and the basis for the figures. Provide appropriate documentation, including quotes from service providers or contractors, where applicable. This may be done on a separate

document and uploaded with the application or utilize the budget justification text box.

### Special Requirements

There are two program specific criteria in the application. Applicants should upload the corresponding required documents:

1. Program Specific Criteria #1: New or updated Service Plan by April 30, 2024
  - i. New service plan templates and checklist can be found at:  
<https://az911.gov/9-1-1-system-administrators/service-plan>
2. Program Specific Criteria #2: New or updated MOUs
  - a. If current MOUs need to be renewed for FY25, submission of the renewed MOUs will be required prior to July 1, 2024 and before funding can be released.
  - b. Otherwise, a letter certifying that MOUs are current will need to be submitted.

### How to Submit Applications

All applications must be submitted through eCivis. Paper applications will not be accepted. User guides may be accessed at the link below:

[eCivis User Help Guide](#)

System Administrators must submit the application on behalf of PSAPs within their 9-1-1 System as identified by the Service Plan.

Applications must be submitted by April 30, 2024 by 17:00 (MST). Late application submissions will not be considered for funding.

### Reporting Requirements:

Report Type	Due Date
Programmatic Reports - defined below	
GIS Data	<ul style="list-style-type: none"><li>• Quarter 1 - September 30th, 2024</li><li>• Quarter 2 - December 31st, 2024</li><li>• Quarter 3 - March 31st, 2025</li><li>• Quarter 4 - June 30th, 2025</li></ul>

Financial Reports - details below	
Monthly request for reimbursement	Monthly on the 25th

### **Programmatic Reports Required from All Grant Recipients:**

#### **GIS Data:**

The 9-1-1 System must share GIS data through the 1Spatial Data Validation & Aggregation Portal, at minimum, once per quarter in FY25, with the Arizona 9-1-1 Program in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to [A.R.S. § 37-178](#).

- The following data layers will be shared although additional data layers may be requested in support of the statewide initiative.
  - Road Network
  - Address Points
  - Emergency Service Zone and/or Emergency Service Boundaries to include PSAP, Law, Fire, and EMS
  - Provisioning Boundary
  - Community Boundary
  - Parcels

### **Financial Reports:**

The 9-1-1 System Administrator will submit all invoices and requests for reimbursement for PSAPs within their system to the 9-1-1 Program, through a monthly finance report in eCivis. Invoices must be from approved categories only and show date of service, expenses incurred, and line item detail. Invoices must be submitted in the month as close as possible to the date the expense was incurred. Finance reports will be due on the 25<sup>th</sup> of every month. The 9-1-1 Program will review, approve, and process reimbursements/payments to the System Administrator within 10 days subject to receipt of complete documentation.

### **Amendments:**

Only critical amendments substantiated by a significant change in need will be considered and at the sole discretion of the State 9-1-1 Program and subject to availability of funds.

### **Award Process:**

The 911 Program Office will prepare 9-1-1 System awards which will be announced by or before May 21, 2024.

**ARF-8608**

**Regular Agenda Item 2. F.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Stella Gore, PHEP Manager

Submitted By: Paula Horn, Deputy Director of Pub. Hlth. & Comm. Serv.

Department: Administration Services

Division:

Fiscal Year: 2023-2025

Budgeted?: Yes

Contract Dates 02/01/2024 through

Grant?: Yes

Begin & End: 09/15/2025

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Funding Agreement No. 120-24 with the Arizona Department of Housing (ADOH) for Community Development Block Grant (CDBG) Regional Account (RA) Funds.

Background Information

Per statutory requirement, two public hearings must be held regarding the FY 2023 CDBG-RA Application. One public hearing is to obtain input from citizens and one public hearing is to be held by the local governing board, which in Gila County, is the Board of Supervisors.

On October 3, 2023, a public hearing was held at the Gila County Courthouse, 1400 E. Ash Street, Globe, AZ 85501, and at the Tommie Cline Martin Complex, 707 S. Colcord Road, Payson, AZ 85541 to gather citizen input on the use of the CDBG-RA funds.

On October 24, 2023, the Board of Supervisors convened a public hearing to hear from citizens on the FY 2023 CDBG Application for FY 2023 CDBG-RA funding in the amount of \$150,107; approved the CDBG-RA Application; and adopted Resolution Nos. 23-10-02, 23-10-03, and 23-10-04 related to the CDBG-RA Application.

The CDBG program was started with the Housing and Community Development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, and suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the

ADOH to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the ADOH for projects that must meet at least one of the following national objectives; benefiting an area that is 51% or more low to moderate income; preventing or eliminating slum and blight, or addressing an urgent need due to a natural disaster or human health hazard. For many years, Gila County has been applying and has received CDGB Regional Account funding from the ADOH.

### Evaluation

In order to receive FY 2023 funds from the ADOH RA, the Board of Supervisors must approve Funding Agreement No. 120-24.

The County is expected to receive \$150,107 in FY 2023 federal CDBG-RA funds from the ADOH RA. CDBG funds must be used to benefit low-income persons and areas, alleviate slums and blight, or address urgent needs.

The funding will be used to rehabilitate approximately five single family, owner-occupied housing units within Gila County, Arizona.

### Conclusion

With the CDBG-RA funding, the Gila County Public Health and Community Services Department will be able to provide \$150,107 additional funds for rehabilitation for approximately five low- to moderate-income households.

### Recommendation

The Public Health and Community Services Department Director recommends that the Board of Supervisors approve Funding Agreement No. 120-24 between the ADOH and Gila County Public Health and Community Services Department in the amount of \$150,107 for the period of February 1, 2024, through September 15, 2025, for housing rehabilitation.

### Suggested Motion

Information/Discussion/Action to approve Funding Agreement No. 120-24 between the Arizona Department of Housing (ADOH) and Gila County Public Health and Community Services Department to receive \$150,107 of ADOH Community Development Block Grant Regional Account funds for the period of February 1, 2024, through September 15, 2025, for housing rehabilitation. **(Paula Horn)**

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### Attachments

CDBG Regional Funding Agreement No. 120-24

CDBG Application

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FUNDING AGREEMENT  
with  
ARIZONA DEPARTMENT OF HOUSING

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ARIZONA DEPARTMENT OF HOUSING

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ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. 120-24  
TERMINATION DATE September 15, 2025

FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
GILA COUNTY  
FOR  
OWNER OCCUPIED HOUSING REHABILITATION

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable 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”) DUNS #024071339, located at

5515 S. Apache Ave.  
*Street*  
Globe, Arizona 85501-4430  
*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 \$150,107.00 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 # B-23-04-0001**  
Federal Fiscal Year 2023  
\$150,107.00
  
- ☐ **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; CFDA # 14.267, FAIN # \_\_\_\_\_**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
  
- ☐ **NHTF; CFDA # 14.275, FAIN # \_\_\_\_\_**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
  
- ☐ **DOE WAP; CFDA # 81.042, 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 \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **SWG WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **APS WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **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 beginning on the date of execution by ADOH and shall remain in effect until SEPTEMBER 15, 2025 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 Fund Allocation Plan*.





- ☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan*.
- ☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- ☐ **SWG WAP, APS WAP or SRP 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*.
- ☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

**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, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> 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 *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15<sup>th</sup> 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 *Quarterly Performance Report* 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<sup>th</sup> 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



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 30<sup>th</sup> annually.

- ☐ **COC** funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous 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 20<sup>th</sup> 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.
- ☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP 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 30<sup>th</sup> (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 30<sup>th</sup> report covers the month of December).
- ☐ **SFRF** funded projects (“SFRF Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30<sup>th</sup> of each month and address activities of the preceding month (i.e. the April report covers the month of March).

#### **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 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, 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



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**

**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 non-compliance 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.



- ☒ **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 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*  
KAYLE LATHROP  
*Attention (if applicable)*  
5515 S. APACHE AVE.  
*Mailing Address*  
Globe, Arizona 85501-4430  
*City State Zip*



#### **Section 45. REGISTRATION WITH SOCIAL SERVE**

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with [socialserve.com](https://socialserve.com) and keep the project listed with [socialserve.com](https://socialserve.com) 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.



Funding Agreement with  
State of Arizona, Department of Housing

AGREED, effective as of the later date of the signatures of the duly authorized representatives  
subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	GILA COUNTY RECIPIENT
BY: _____ Joan Serviss Cabinet Executive Officer	BY: _____ Stephen Christensen
TITLE: _____ Executive Deputy Director	TITLE: _____ Chairman of the Board of Supervisors
DATE: _____	DATE: _____





Attachment A  
SCOPE OF WORK

Gila County 120-24 – OOHR

Activity #1 - Administration \$27,019 CDBG

To carry out all required actions to administer activities funded from the **FY 2023 CAG Regional Account for Gila County**. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Owner Occupied Housing Rehabilitation \$123,088 CDBG

CDBG funds will be used for the rehabilitation of approximately five (5) single family, owner occupied housing units within Gila County, Arizona.

This activity will meet the Low to Moderate Income Housing National Objective (LMH) and will benefit approximately 5 households, of whom 5 (or 100%) are low-to-moderate income.

HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMI included) with improved access

Data Collection Methodology: Document the number of residents who have benefited from improved quality of housing.







CDBG

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 1
Recipient	Gila County		Date	
Contract No	120-24 Contract Period: from February 1, 2024 to September 15, 2025		Revision	
Activity	Owner Occupied Housing Rehabilitation		Month	
Recipient Address	5515 South Apache Avenue, Suite 200		City	Globe
Contact Person	Stella Gore		Zip Code	85501-4430
Phone	(928) 425-7631	Email	<a href="mailto:sgore@gilacountyaz.gov">sgore@gilacountyaz.gov</a>	
Program Specialist	Daniel Boyle	Email	<a href="mailto:daniel.boyle@azhousing.gov">daniel.boyle@azhousing.gov</a>	
Indicate adherence to contract or schedule changes. Due by the 15th of each month.				
Contract Schedule		Contract Date	Complete Yes/No	Modification Date
Environmental Review Report Clearance		Prior to Award	YES	
Execute ADOH contract		2/1/2024		
Completion of 1 units		8/1/2024		
Completion of 2 units		2/1/2025		
Completion of 3 units		8/1/2024		
Completion of 4 units		2/1/2025		
Completion of 5 units		8/1/2025		
Project Complete - Contract Expires		9/15/2025		
Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.				
Last RFP submitted on:				
Recipient Authorized Signature		Date	Title	





Budget						
Recipient	Gila County				Date	
Contract No./File No.	120-24	Contract Period: from February 1, 2024 to September 15, 2025			Revision No.	
Activity	Owner Occupied Housing Rehabilitation					
Recipient Address	5515 South Apache Avenue, Suite 200				City	Globe
Contact Person	Stella Gore				Zip Code	85501-4430
Phone	(928) 425-7631	Email	<a href="mailto:sgore@gilacountyaz.gov">sgore@gilacountyaz.gov</a>		County	Gila County
Program Specialist	Daniel Boyle	Email	<a href="mailto:daniel.boyle@azhousing.gov">daniel.boyle@azhousing.gov</a>			
a	b	c	d	e	f	g
Budget Line Item or Activity No.	CDBG FY22	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year
Activity 1 -- Admin	\$27,019.00					
Activity 2 -- OOHR	\$123,088.00					









**ATTACHMENT F**

**CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE**

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him (her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.





- c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
- 12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
  - 13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  - 14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
  - 15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
  - 16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  - 17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
  - 18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
  - 19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
  - 20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.



21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.







RESOLUTION NO. 23-10-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN FOR FY 2023, AS REQUIRED  
UNDER SECTION 104(D) OF THE HOUSING AND COMMUNITY  
DEVELOPMENT ACT OF 1974, AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant (CDBG) funds must adopt, make public, and certify that it is following a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, Gila County is submitting an application to the Arizona Department of Housing (ADOH) for CDBG funds.

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors does hereby adopt the Residential Anti-Displacement and Relocation Assistance Plan as described below.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN  
The County of Gila will replace all occupied and vacant occupy-able low/moderate-income (LMI) dwelling units demolished or converted to a use other than as LMI housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the ADOH CDBG Program the following information in writing:

1. A description of the proposed activity;
2. the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LMI dwelling units as a direct result of the assisted activity;
3. a time schedule for the commencement and completion of the demolition or conversion;
4. the general location on a map and approximate number of dwelling units by size (number of

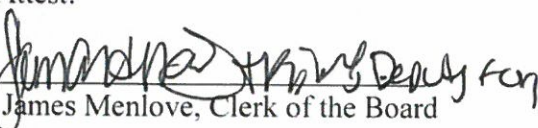


- bedrooms) that will be provided as replacement dwelling units;
5. the source of funding and a time schedule for the provision of replacement dwelling units; 6. the basis for concluding that each replacement dwelling unit will remain an LMI dwelling unit for at least 10 years from the date of initial occupancy; and,
6. information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan.

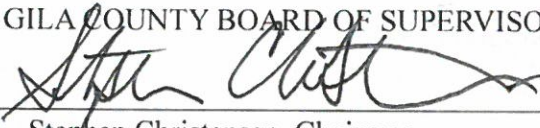
Gila County Community Action/Housing Services will provide relocation assistance, as described in the Housing and Community Development Act of 1974, as amended, and will be implementing regulations to each LMI household displaced by the demolition of housing or by the conversion of an LMI dwelling unit to another use as a direct result of assisted activities.

PASSED AND ADOPTED this 24th day of October 2023, at Globe, Gila County, Arizona


Attest:

  
James Menlove, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

  
Stephen Christensen, Chairman

Approved as to form:

  
The Gila County Attorney's Office







RESOLUTION NO. 23-10-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2023 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and,

WHEREAS, the State of Arizona is administering the CDBG Program; and,

WHEREAS, the State of Arizona CDBG Program requires that CDBG funds requested address one of the three mandated Congressional National Objectives; and,

WHEREAS, the activities within this application addresses the community's identified housing and community development needs, including the needs of low and moderate-income persons; and,

WHEREAS, an applicant of State of Arizona CDBG funds is required to comply with the program guidelines and federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the application to be made to the State of Arizona, Department of Housing, for FY 2023 CDBG funds; authorizes the Chairman of the Board of Supervisors of the County of Gila to sign an application and contract or grant documents for receipt and use of these funds for housing rehabilitation; and authorizes the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application; and

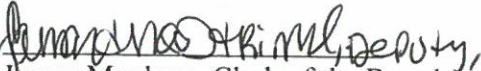
BE IF FURTHER RESOLVED that this application for state CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight, or addresses an urgent need that poses a threat to health; and that the County of Gila will comply with all




State CDBG Program guidelines, federal statutes and regulations applicable to the State of Arizona CDBG Program and the certifications contained in this application.

PASSED AND ADOPTED this 24th day of October 2023, at Globe, Gila County, Arizona


Attest:

  
James Menlove, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

  
Stephen Christensen, Chairman

Approved as to form:

  
The Gila County Attorney's Office





RESOLUTION NO. 23-10-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM  
GUIDELINES DATED AUGUST 3, 2021, IN RELATION TO AN APPLICATION  
FOR FY 2023 STATE COMMUNITY DEVELOPMENT BLOCK GRANT  
FUNDS FOR A HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an Owner-Occupied Housing Rehabilitation Program;  
and,

WHEREAS, this program is funded with Community Development Block Grant Program (CDBG) funds  
provided by the State of Arizona CDBG Program, and,

WHEREAS, the State of Arizona CDBG Program requires that every local government requesting CDBG  
funds for housing rehabilitation adopt specific guidelines for such a program; and,

WHEREAS, Gila County has developed such Owner-Occupied Housing Rehabilitation Guidelines  
(OOHRGs) dated August 3, 2021, which have been pre-approved by the CDBG Program.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts such  
OO-HRGs dated August 3, 2021, which shall be used to implement its CDBG-funded Housing  
Rehabilitation Program funded through its application for FY 2023 funds; and,

BE IT FURTHER RESOLVED that Gila County shall utilize such OO-HRGs without revisions except such  
authorized by the chief elected official or a person authorized in writing to approve such revisions via the  
CDBG Program's CD-I Form; with such revisions submitted to the CDBG Program within a maximum of  
10 working days of authorization.


PASSED AND ADOPTED this 24<sup>th</sup> day of October 2023, at Globe, Gila County, Arizona

Attest:

  
James Menlove, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS  
  
Stephen Christensen, Chairman

Approved as to form:

  
The Gila County Attorney's Office







## ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 1
Recipient	Gila County		Date	
Contract No	120-24	Contract Period: from February 1, 2024 to September 15, 2025	Revision	
Activity	Owner Occupied Housing Rehabilitation		Month	
Recipient Address	5515 South Apache Avenue, Suite 200		City	Globe
Contact Person	Stella Gore		Zip Code	85501-4430
Phone	(928) 425-7631	Email	<a href="mailto:sgore@gilacountyaz.gov">sgore@gilacountyaz.gov</a>	County
Program Specialist	Daniel Boyle	Email	<a href="mailto:daniel.boyle@azhousing.gov">daniel.boyle@azhousing.gov</a>	
Indicate adherence to contract or schedule changes. Due by the 15th of each month.				
Contract Schedule		Contract Date	Complete Yes/No	Modification Date
Environmental Review Report Clearance		Prior to Award	YES	
Execute ADOH contract		2/1/2024		
Completion of 1 units		8/1/2024		
Completion of 2 units		2/1/2025		
Completion of 3 units		8/1/2024		
Completion of 4 units		2/1/2025		
Completion of 5 units		8/1/2025		
Project Complete - Contract Expires		9/15/2025		
Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.				
Last RFP submitted on:				
Recipient Authorized Signature		Date	Title	











## COMMUNITY DEVELOPMENT BLOCK GRANT

### Checklist

### FORM 1

1. Applicant: Gila County

2. Activity Name: CDBG Regional Account

☒ CDBG Application (Forms 2 through 5)

☐ Project Location Maps

Attached as page(s) \_\_\_\_\_

☒ Project Service Area (area of benefit) Maps

Attached as page(s) 16

☒ Public Participation Documentation

Attached as page(s) 17-33

☒ Resolution to Apply

Attached as page(s) 34-35

☐ Colonia Resolution (if applicable)

Attached as page(s) \_\_\_\_\_

☐ Leverage Resolution (if applicable)

Attached as page(s) \_\_\_\_\_

☐ Slum/Blight Resolution (if applicable)

Attached as page(s) \_\_\_\_\_

☒ Relocation Assistance Resolution (if applicable)\*

Attached as page(s) 36-37

☐ Special Survey (if applicable)

Attached as page(s) \_\_\_\_\_

☒ American Community Survey/Census Data

Attached as page(s) 38-39

☐ Neighborhood Revitalization Strategy (NRS) Resolution (if applicable)

Attached as page(s) \_\_\_\_\_

☐ NRS Approval

Attached as page(s) \_\_\_\_\_

☒ Housing Rehabilitation Guidelines Approval (if applicable)

Attached as page(s) 40

☐ Environmental Review Record (ERR) and Approval (if completed)

Attached as page(s) \_\_\_\_\_

☒ CDBG Application Certifications (after upload to CDBG Portal, original to be mailed to ADOH)

Attached as page(s) 41-44

☒ Disclosure Report (after upload to CDBG Portal, original to be mailed to ADOH)

Attached as page(s) 45-52

☒ Other: Housing Rehab Waitlist

Attached as page(s) 53-56

(insert document title)

☐ Other:

Attached as page(s) \_\_\_\_\_

(insert document title)

☐ Other:

Attached as page(s) \_\_\_\_\_

(insert document title)

☐ Other:

Attached as page(s) \_\_\_\_\_

(insert document title)

\* If project involves acquisition, demolition of an occupied structure, eminent domain, or displacement/relocation of persons you will be required to have a Relocation Assistance Plan and adopt a Relocation Assistance Resolution.



Arizona  
Department  
of Housing

## COMMUNITY DEVELOPMENT BLOCK GRANT

### Application Cover Sheet

#### FORM 2

☒ A. Regional Account (RA) COG: \_\_\_\_\_

☐ B. State Special Project (SSP)

☐ C. Colonias

☐ D. NRS ~ Date Approved: \_\_\_\_\_

Approval on Page: \_\_\_\_\_

1. Applicant: Gila County Community Services

2. Congressional District: 1,4

SAM.gov UEI#: C8EKKJK67XB1

Legislative District: 6, 7, 8

3. Applicant Address (including 9 digit zip code):

5515 S. Apache Ave. Suite 200, Globe AZ 85501-4430

4. Contact Person & Title (Grantee):

Kayle Lathrop Director

Phone Number / E-mail:

928-425-7631 klathrop@gilacountyaz.gov

5. Contact Person & Title (COG/Other):

Lisa Wilckens Finance Manager

Phone Number / E-mail:

928-402-8652 lwilckens@gilacountyaz.gov

6. Complete the following information for the activities for which you are requesting funds in a single contract.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds (Leverage)	d. Fund Type	e. Total Funds
1. Administration	\$27,019			\$27,019
2. <u>Housing Rehabilitation</u>	\$123,088			\$123,088

7. Total CDBG Funds Request for this Project (Activities #1 and #2):

\$150,107

8. **Certification:** To the best of my knowledge and belief, data in this application is true and correct, the document has been duly authorized by the governing body of the application, and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official:

Date: 11-14-23



Name: Stephen Christensen

Title: Chairman of the Board of Supervisors

## Application Cover Sheet

### FORM 2

- A., B., and C. Indicate whether this application is a to a Regional Account, SSP or to the Colonias set-aside. If to a Regional Account, indicate which COG by name (NACOG, WACOG, CAG or SEAGO).
- D. Indicate if the application includes a Neighborhood Revitalization Strategy (NRS). An NRS must be approved **before** the application is submitted and the application must include a copy of the approval letter from ADOH.

### LINE ITEM INSTRUCTIONS

1. Provide the name of the Applicant Unit of Local Government and the DUNS Number.
2. Indicate the Congressional (federal) and Legislative (state) district(s) in which your community is located.
3. Provide the complete mailing address, including the full nine (9) digit zip code of the Applicant.
4. Enter the name, title, telephone number, and e-mail address for a **Contact Person** who is a local government employee or elected official.
5. COG staff may be named if they are responsible for the administration of the contract/project. If so, enter the name, title, telephone number, and e-mail address.
- 6.a List only **ONE (1)** activity other than Administration. Please include a descriptive activity name (i.e. Public Works - Water Line Replacement; Neighborhood Facility - Senior Center Construction).
- 6.b Show the amount of CDBG funds requested for each activity. If Activity #1 (Administration) will not be funded with CDBG funds, enter "0" in the space.
- 6.c Show the total of all Non-CDBG Funds (Leverage) that will be necessary to complete the activity. *(Leverage must meet the definition in the specific COG's MOD (for an RA application) or the definition in the CDBG Application Handbook (for an SSP application) and must be tracked by the community.)*
- 6.d Indicate the type of funds (i.e. WIFA Loan, General Funds, In-kind Labor, etc.). Include a copy of either an adopted resolution or legally binding commitment to support the guarantee of other
- 6.e Total of 6b. and 6c. for each activity.
7. Show the total amount of **CDBG funds** from the two (2) activities listed in #6.
8. Only the Chief Elected Official or other individual **as authorized by the governing body of the applicant** in the Resolution to Submit an Application for CDBG funds can provide this signature, name, title, and date.



Arizona  
Department  
of Housing

## COMMUNITY DEVELOPMENT BLOCK GRANT

### Budget Summary - Administration

#### FORM 3

1. Applicant: Gila county Community Services

2. Activity Name: CDBG Regional Account

ITEM	a. CDBG Funds	b. Non-CDBG Funds (Leverage)	c. TOTAL
3. TAAP. Total costs for COG Technical Assistance and Application Preparation (as per local government/COG agreement)			\$0
4. Internal Staffing			
4.1 Position: <u>Director</u>	\$42.96	188	\$8,073
4.2 Position: <u>Fiscal</u>	\$31.91	253	\$8,073
4.3 Position: <u>Rehab Specialist</u>	\$35.59	227	\$8,073
5. Professional Services (contractual - i.e. COG, grant writer, consultant, estimator, etc.)			
5.1 For: _____			\$0
5.2 For: _____			\$0
5.3 For: _____			\$0
5.4 For: _____			\$0
6. Travel	\$1,500		\$1,500
7. Office Supplies and Equipment	\$500		\$500
8. Advertising/Publications (application related)	\$800		\$800
9. Indirect Costs (% documented by copy of approved Indirect Cost Allocation Plan)			\$0
10. Other Administrative Operating Expenses ( <i>specify</i> )			
10. Item 1: _____			\$0
10. Item 2: _____			\$0
10. Item 3: _____			\$0
10. Other (Fair Housing, Section 504, etc.) (page			\$0
<b>SUBTOTAL - Administration</b>	<b>\$27,019</b>	<b>\$0</b>	<b>\$27,019</b>





Arizona  
Department  
of Housing

## COMMUNITY DEVELOPMENT BLOCK GRANT

### Budget Summary - Project Related

#### FORM 3

ITEM	a. CDBG	b. Non-CDBG (Leverage)	c. TOTAL
11. Environmental Review Record (ERR)	\$500		\$500
12. Design/Engineering/Inspection (or other professional services related to project) <input type="checkbox"/> Previously procured (attached as page _____) <input type="checkbox"/> Procure <input checked="" type="checkbox"/> In-House	\$3,000		\$3,000
13. Contracted Construction Work	\$107,280		\$107,280
14. Fixed Asset Equipment (documentation must be attached as page _____ regarding usage rate, number of hours to be used, type of equipment, etc.)			\$0
15. Land Acquisition (includes easements; <i>must comply with the Uniform Relocation Act</i> )			\$0
16. Rehabilitation Services (if this exceeds 20% of the total active costs, explanation attached as page _____) <input type="checkbox"/> Procure <input checked="" type="checkbox"/> In-House	\$12,308		\$12,308
17. Construction Materials (non-contracted or in-house)	\$0		\$0
18. Employees (documentation must be attached as page _____ regarding employees' names, titles, project duties, wages, number of hours)			\$0
19. Offender Labor (agreement attached as page _____)			\$0
20. Volunteer Labor			\$0
21. Equipment - Rent vs. Purchase (documentation must be attached as page _____ regarding usage rate, number of hours to be used, type of equipment, etc.)			\$0
22. Other Project Specific Expenses (attached as page _____)			\$0
<b>SUBTOTAL - Project Related</b>	\$123,088	\$0	\$123,088
<b>GRAND TOTAL</b>	\$150,107	\$0	\$150,107
23. Provide a narrative explanation on the source of funds listed in Column b.			



## Budget Summary

### FORM 3

1. Provide the name of the Applicant Unit of Local Government.
2. Provide the name of the activity.
3. Show **ONLY** the costs of Technical Assistance and Application Preparation (TAAP) provided by the COG.
4. Show the title of the position, the hourly rate of pay, and the number of hours dedicated to the application preparation and administering the activities in this application (i.e. Town Clerk / \$20.00 / 200 hours; Accountant / \$35.00 / 100 hours). In Column 4a, enter the amount of internal staff pay that will be attributed to the CDBG funds. In Column 4b, enter the amount of internal staff pay that will be attributed to Non-CDBG
5. Show the amounts to be expended on contracted services. These items cover those services generally provided under a professional services contract or letter of agreement for administration of the grant (i.e. legal or accounting services, COG grant administration, audits).
6. & 7. Indicate the amounts necessary to administer the activities in this application.
8. Show the amount for the required newspaper advertising; the cost of Public Participation Notices and advertisement for application preparation.
9. 2CFR200 allows for the charging of certain indirect costs to the CDBG program. The applicant must submit a copy of the approved Indirect Cost Allocation Plan with the application.
10. Describe all costs related to the application for, and administration of, THIS specific application including those associated with Fair Housing and Section 504. *NOTE: If these costs will exceed \$1,000, attach a separate detailed budget and reference the page number.*
  - Examples of costs to "affirmatively further fair housing include preparation of an Analysis to Impediments or a Fair Housing brochure, publicity relating to fair housing activities, and travel expenses for consultants to present fair housing programs.
  - Examples of Section 504 costs include time devoted to updating a self-evaluation and transition plan, publication of notices, and outreach mailings. These costs can even include the purchase of small items of equipment such as door handles, a drinking cup dispenser, and appropriate signage.
  - Examples of other costs include subscriptions, postage, telephone, vehicle expenses, insurance, education/training, and registration fees.
11. Indicate the costs of preparing the Environmental Review Record (ERR). Costs could include staff time, postage, public notices or an archeological study. The ERR must encompass the entire "project" or all phases of a multi-year project regardless of the funding source if CDBG funds are involved in some aspect of the project. *Costs should be reasonable based on the level of environmental review and the hours required to prepare the record. For example, the total work hours required to complete an Environmental Assessment record is 40 to 50 hours on average.*

12. Indicate the cost of this service and whether this service was or will be competitively procured, or if the service will be provided by applicant's staff.

**NOTE:** Unless the applicant's professional service provider was procured as follows, the applicant cannot use his/her services and will have to procure such services competitively.

- was competitively procured in compliance with CDBG Program requirements as provided in the *Procurement, Contracts and Acquisition Handbook*;
- documentation of previous procurement and contract must be provided to the CDBG Program;
- procurement took place within the last five (5) years;
- the procurement of the professional service was either specific to the services to be provided in this grant or inclusive of such services and any and all other services required by local government (i.e. if the engineer was procured ONLY to design the town's streets, his/her services cannot be used for the water system to be constructed with this grant unless the procurement also included water and other services.)

*"In-house" is defined as a full or part time employee of the applicant who is on the applicant's payroll. A business, with its own tax ID, is not considered an "in-house" employee, even if it consists of just the one (1) individual working for the community.*

13. This line is for construction work that will be competitively procured.
14. This line is for allowable fixed asset equipment usage costs that will be used for this project. For a local government's use of its own equipment, FEMA rates or documentation of low market rate through competitive process must be documented. (For FEMA rates, go to [www.FEMA.gov](http://www.FEMA.gov) or contact your CDBG Program
15. Acquisition includes permanent easements and long-term leases. Any applicant that intends to acquire land related to the proposed project (regardless of funding source), must indicate it here. By completing this section, the applicant documents whether there will be any acquisition ASSOCIATED with the CDBG-funded project (vs. paid for with CDBG funds), and if such will take place, the applicant agrees to comply with the Uniform Relocation Act (URA). See the *Procurement, Contracts & Acquisition Handbook* for detailed information
16. Rehabilitation Services are generally limited to twenty percent (20%) of the total activity cost (not just the CDBG portion). If the amount will be significantly more or less than that amount, provide a rationale and identify the page number. Indicate if such services will be implemented by existing "in-house" staff or will be/have been competitively procured. *The same definition of "in-house" vs. "procured" applies as in Line 12.*
17. Indicate costs for construction materials and supplies to be used for activity completion that are not included in the contracted construction work.
- NOTE:** For amounts in excess of \$1,000, a separate budget detailing the quantities and descriptions must be included.
18. Indicate the cost paid by CDBG and non-CDBG dollars on this line item. Include an attachment, identified by page number, of in-house employees' names, titles, project duties, wage rate, and the number of hours of work.
19. Indicate the costs associated with offender labor. Include the Inter-governmental Agency (IGA).

20. Indicate the costs associated with volunteer labor. Include letters of commitment for at least 125% of the needed volunteer labor. Include copy of volunteer plan.

21. Indicate cost of rented equipment to be used on the project. For equipment rental, obtain at least three (3) quotes for rates and select the lowest priced vendor.

22. Indicate other project specific costs not previously accounted for in other line items.

NOTE: For amounts in excess of \$1,000, a separate budget detailing the quantities and descriptions must be included.

23. Provide a narrative description of the non-CDBG funding listed in Column b including the name of the funding source and whether the funds are fully committed or applied for etc. If you require additional space, you may attach another page.



Arizona  
Department  
of Housing

**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**Activity Description and National Objective Compliance**  
**FORM 4**

1. Applicant: Gila County Community Services

2. Activity Name: CDBG Regional Account

3. Describe the Project Location and Service Area (area of benefit) (i.e. your project may be located in your community but only benefit a select neighborhood, street or group of people).

Gila County will provide housing rehabilitation assistance to owner-occupied homes within the boundaries of Gila County, excluding reservation land. All participants will meet low/moderate income qualifications. Participants will be served based on Gila County Housing Services' waiting list. All rehabilitation and applicant services will be done by in-house staff and all construction services will be done by licensed and insured general contractors that meet both Gila County and State of Arizona criteria.

4. Project Location & Service Area (area of benefit) Map(s) attached as page(s): \_\_\_\_\_

**ACTIVITY DESCRIPTION/SCOPE OF WORK:** Check eligible activity from the list below. Provide the narrative scope of work for the activity at 5. and the reason for the project at 6.

☐ Public Works

☐ Road/Street Improvements

☐ Acquisition

☐ Public Service

☐ Community Facility

☐ Demolition

☒ Housing

☐ Neighborhood Facility

☐ Planning

☐ Jobs

☐ Removal of Barriers (ADA)

☐ Public Safety Facilities & Equipment

5. Activity Scope of Work. Describe the activity and the intended accomplishments. (Refer to the bulleted list in the instructions to be sure you include all necessary detail.)

The Gila County Housing Services' waiting list continues to grow. Housing rehabilitation is important to our community due to the age and quality of our housing stock. Health and safety of our community members is an absolute priority to our department, we are seeing many health and safety issues within our elderly, disabled, and low-income population due to housing conditions.

6. Why is the Project necessary? Describe in detail the problems, conditions, and other factors that indicate the need for the activity.

Gila County covers 4,768 square miles and contains less than 3% private property. Of these private properties, the majority were built before 1939. The housing stock is in poor condition throughout the County. Additionally, Gila County has a high percentage of elderly and low-income citizens. The goal for this project is to help preserve the existing housing stock and allow our elderly, disabled, and low-income residents to remain safely in their homes.

## NATIONAL OBJECTIVE COMPLIANCE

7. To be eligible for funding, the Project must fall under one (1) of the following National Objectives. Please check the category (only one (1)) that applies to this activity. If there are sub-categories under the chosen National Objective, select the appropriate sub-category.

Insert the following information in support of National Objective Compliance. (REQUIRED)

Census Tract 2,3.01,3.02,4-1 Block Group 1-132

Total Beneficiaries 5 Low-mod Beneficiaries 5 Low-mod % 100%

- ☒ **Low-Mod-Income Benefit**      ☐ **Slum or Blight Benefit**      ☐ **Urgent-Need**  
☐ Area Wide      ☐ Target Area  
☐ Limited Clientele      ☐ Spot  
☒ Housing  
☐ Jobs

Applicable support documentation (i.e. current LMISD or income survey or slum/blight resolution or federally declared disaster, etc.) attached as page \_\_\_\_\_.

(Please note: some projects types may require additional information such as service area demographics. You will be contact by your CD&R Specialist if further information is needed.)

8. Explain how the Activity meets the chosen National Objective.

The chosen National Objective is housing due to the need for existing housing stock to be rehabilitated to meet health and safety standards for those low to moderate-income homeowners within Gila County. Targets for the Gila County Housing Services Team include energy efficiency, improving health and safety of homes, and neighborhood revitalization efforts.

## Activity Description and National Objective Compliance

### FORM 4

1. Provide the name of the Applicant Unit of Local Government.
2. Provide the name of the activity.
3. Describe the project location and area of benefit. (Although a project location may be within the border of a community, it does not necessarily benefit every community member. If the project is housing, limited clientele, or public service, the area of benefit would describe the persons being served by the project.)
4. Attach project locations maps and indicate the page number in the application for the map(s) location(s).
5. Describe the activity scope of work and its intended accomplishments. The description must include the following components and contain both quantitative and narrative information.
  - Name and address of the project, including the nine (9) digit zip code;
  - Name of street(s), neighborhood, or building/facility, and address if a building or specific facility.
  - Name of unincorporated community and relationship to major landmarks, if applicable.
  - Indicate the dimensions and diameter of all major components of the proposed activity. If the project is extensive and has a number of components, prioritize those components.
  - Indicate the type of materials to be used for the proposed project.
  - Indicate if the activity will replace or provide new items.
  - Indicate the dimensions of the existing facility and the proposed expansion.
  - Provide the name and address of the sub-recipient, if applicable (i.e. Fire Improvement District).
  - List the owner/operator of the facility or equipment, if applicable.
  - Describe the population that will be served and the percentage of the population that is low-mod income.
  - Note whether the acquisition of land or easements is required.
  - Note whether the project will take place in existing Rights of Way.
  - If other funds are involved, detail how the costs associated to both CDBG and non-CDBG funds will be
  - Indicate if the facility is ADA accessible.
  - Documentation that life of the improvement will be extended at least five (5) years.
6. Describe the problems, conditions, and other factors that indicate a need for the activity. Include copies of Notices of Violation or similar documentation from regulatory agencies if it helps to describe problem and conditions.
7. Indicate the National Objective and its sub-category (if applicable) by checking the appropriate box and filling in the required information.
8. Describe in narrative form how the activity (scope of work) meets the selected National Objective.



**RECIPIENT INFORMATION**Page 14  
Revised: 3/23/2018

## PROJECT TIMELINE/SCHEDULE OF COMPLETION FORM 5

Time frames requested/indicated on Form 5 will be used to determine the length of the contract with ADOH that is appropriate to the activity type. Implementation components (project milestones) already completed and recipient capacity for implementing must be considered when developing the timeline.

A CDBG Project Timeline/Schedule of Completion is used to define the readily identifiable major events which must be accomplished to initiate and implement the CDBG-funded activity, and includes all tasks of the proposed activity, both CDBG funded and non-CDBG funded. The CDBG Project Timeline/Schedule of Completion will convey to the CDBG Program how the activity will proceed, and must show any dependent relationships with other activities.

All CDBG funds must be drawn down within the contract period. Each activity must be completed (i.e. a National Objective benefit achieved) within the contract time period. However, in some cases non-CDBG funded components of an activity may take longer to complete (i.e. the construction of new housing by a private developer or the creation of jobs by a business).

**RECIPIENT INFORMATION:** Beginning at Line 5, column B - complete the green shaded boxes with the requested information.

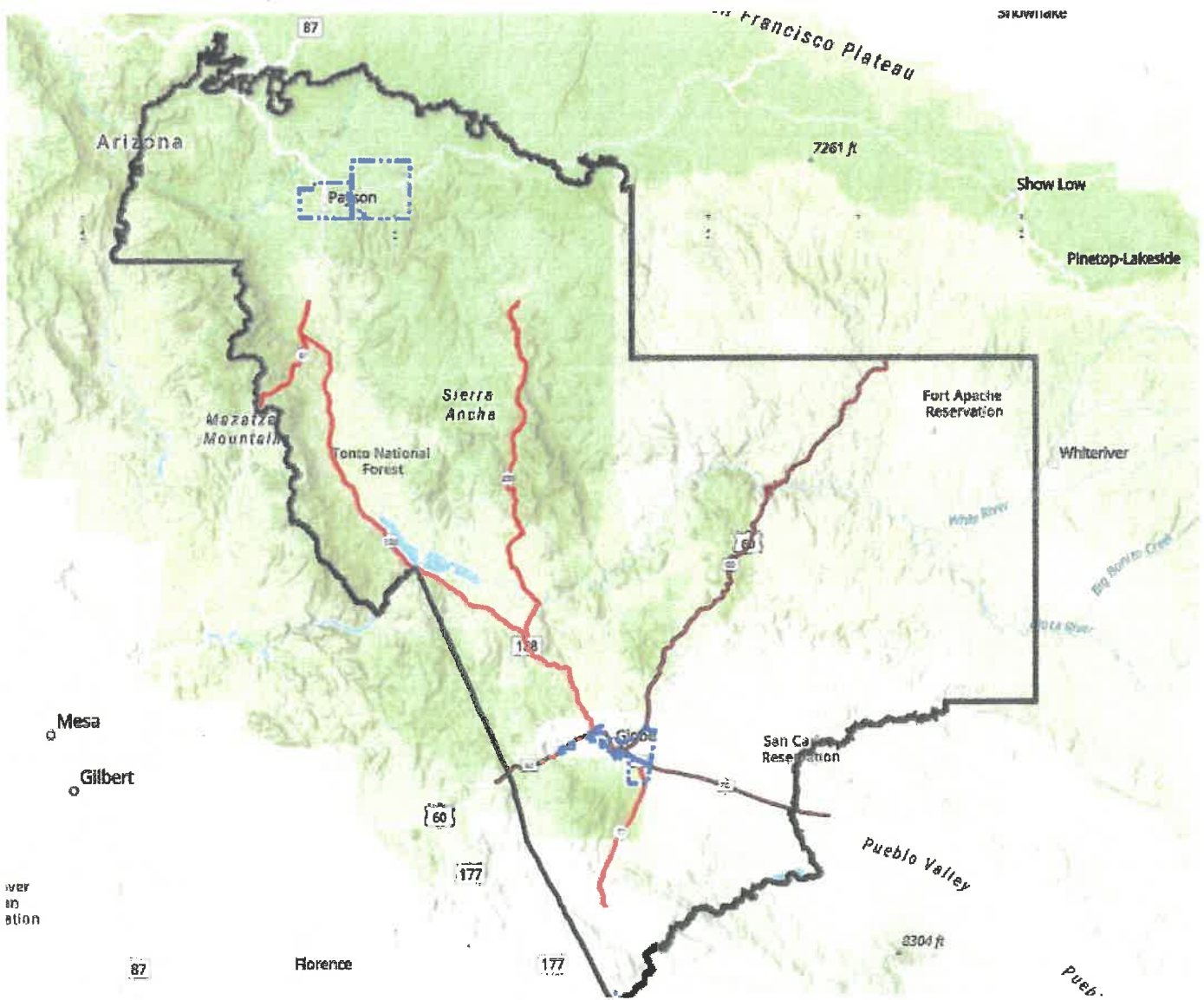
**CONTRACT SCHEDULE/CONTRACT DATE/COMPLETE ?:** Beginning at Line 14--insert the major events or components in Column A under the heading "Contract Schedule". Then insert the anticipated completion date for each of the major events or components in Column F under the heading "Contract Date". If an event or component of the CDBG Activity has already been completed (i.e. engineering, construction drawings, EIR), indicate the word YES in Column G under the heading "Complete ?". If the event has not been completed, simply leave this column blank.

**EXAMPLE CONTRACT SCHEDULE EVENTS OR COMPONENTS:** Pre-award approval; procurement of engineer; EIR; engineering; easement acquisition; procurement of construction contractor; construction, etc. For further information please see the SAMPLES attached.

**PROJECT TIMELINES SHOULD BE REALISTIC TO THE PROJECT TYPE:** For example, procurement of equipment (i.e. walk-in freezer, fire truck, etc.) is usually about a twelve (12) month or less activity where street improvements (i.e. drainage, sidewalk, etc.) may take closer to twenty-four (24) months.

**ADDITIONAL NARRATIVE INFORMATION:** If additional space for entering major events or components of the project is needed, attach a separate page, identify it by number and reference it in the space provided at Line 28 of the spreadsheet. Other relative narrative information, if applicable, can also be included in this space. For example, if there is a relatively long time between milestones for some reason, this is where you should provide an explanation.

The Form 5 CDBG Project Timeline/Schedule of Completion will be translated onto the recipient's Performance Report/Schedule of Completion (Attachment B) to the Funding Agreement when awarded. Recipient will then use the Attachment B for bi-monthly reporting or for indicating any changes to the awarded activity's Project Timeline/Schedule of Completion.



**The Arizona Silver Belt Newspaper**

**298 N. Pine Street**

**Globe, AZ 85501**

**Telephone: 928-425-7121**

**Affidavit of Publication**

**State of Arizona )**

**County of Gila ) ss**

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

The Arizona Silver Belt, is a newspaper which is published weekly, is of general circulation and is in compliance with the Arizona Revised Statutes §§ 10-140.34 & 39-201.A & B. (Please note, publication has to be completed within 60 days of filing.) The notice has been published for one (1) week in the newspaper listed above on September 20, 2023.

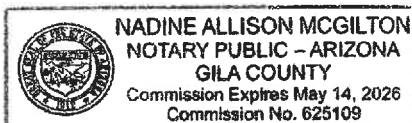
I certify (or declare) under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
**Tina Nixon**

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 4<sup>th</sup> day of October, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 5-14-26



Gila County  
Public Hearing Regarding Use of  
CDBG Funds  
The County is expected to receive  
approximately \$150,107  
in FY23 federal CDBG funds  
from the Arizona Department  
of Housing Regional Account  
(RA). CDBG funds must be  
used to benefit low-income  
persons and areas, alleviate  
slum and blight, or address  
urgent need. A public hearing  
will be held at 10:00 A.M. on  
October 3, 2023 at the Gila  
County Courthouse, 1400 E.  
Ash Street, Globe, AZ 85501  
to gather citizen input on the  
use of the CDBG funds. Examples  
of possible uses include  
the following:  
1) Public Infrastructure (e.g.,  
water, wastewater, street  
improvements);  
2) Community facilities (e.g.,  
parks, health clinics, libraries,  
senior or youth centers);  
3) Housing (e.g., owner-occupied  
or multi-family rehab,  
utility connections on private  
property, new housing constructed  
by a non-profit);  
4) Public services (e.g., paying  
the salary of an additional  
staff person to expand a Head  
Start program, purchasing a  
van to transport persons with  
disabilities, equipment and  
rent to start a new job training  
program); and  
For more information about  
the hearing, grievances, or  
the CDBG program; or to receive  
assistance in formulating  
prospective project ideas  
for presentation at the hearing  
contact the following:  
Name, Title: Angela Gotto,  
Administrative & Special  
Projects Coordinator  
Organization: Central Arizona  
Governments  
Address: 2540 W. Apache  
Trail, Suite 108  
City, State, Zip: Apache Junction,  
AZ 85120  
Telephone: (480) 474-9300  
Fax: (480) 474-9306  
Persons with disabilities who  
require special accommodations  
may contact Angela  
Gotto at the above location  
at least 48 hours before the  
hearing.  
First Pub:09-20-2023  
Last Pub:09-20-2023  
LE 1720

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

Citizens may watch the Board meeting live-streamed at:

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

Citizens may submit written comments related to the October 3rd Regular Meeting agenda by no later than 5 p.m. on Monday, October 2nd by emailing the Deputy Clerk of the Board at [strimble@gilacountyaz.gov](mailto: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.

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## **REGULAR MEETING - TUESDAY, OCTOBER 3, 2023 - 10:00 A.M.**

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1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Public recognition of nine employees through the County's Spotlight on Employees Program, as follows: Homero Vela, Wayne Jones, Kenneth Satathite, Jeff Stancil, Forest Horton, Sam Balk, Daniel Gayle, Jasmine Shults and Trent Moores. **(Erica Raymond)** Presented
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to convene a public hearing to hear from citizens on the FY 2023 Community Development Block Grant (CDBG) Application for FY 2023 CDBG Regional Account funding in the amount of \$150,107. **(Kayle Lathrop)** Authorized
  - B. Information/Discussion/Action to consider a liquor license application (County No. LL-23-15) submitted by Jennifer Wright for a new Series 010 Beer and Wine Store License with an interim permit application to use the existing license at Cherry Creek Store, 47832 Highway 288, Young; and issue Approved



a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted. **(Samantha Trimble)**

- C. Information/Discussion/Action to consider a liquor license application (County No. LL-23-16) submitted by Carol Mace for a location re-qualification of a Series 007 Beer and Wine Bar License at Rockhouse River Ranch, 5732 N Highway 288, Globe; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted. **(Samantha Trimble)** Approved

4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to elect a Chairman and Vice-Chairman of the Board of Supervisors for a term of 16 months, which will become effective immediately after the October 3, 2023, Board of Supervisors' Regular Meeting. **(James Menlove)** Approved
- B. **(Motion to recess as the Gila County Board of Supervisors and convene as the Gila County Board of Deposit.)** Information/Discussion/Action to review all bids submitted for Request for Proposals No. 061423-*Primary Banking Service* for the Gila County Treasurer; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder. **(Maryn Belling) (Motion to adjourn as the Gila County Board of Deposit and to reconvene as the Gila County Board of Supervisors.)** Awarded
- C. Information/Discussion/Action to approve Service Agreement State of Arizona Contract No. CTR059323 with San Tan Ford Partners, LLC, in the amount of \$115,410.29, for the purchase of one 2023 Ford F-350 4x4 cab and chassis as outlined in the specifications. **(David LaForge)** Approved

- D. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 060322 - *On-Call Pavement Marking* with Traffic Safety, Inc. to extend the contract term from September 20, 2023, to September 19, 2024, for a not to exceed the amount of \$150,000 for a period of one year with the option of two one-year renewals. **(Tom Goodman)** Approved
- E. Information/Discussion/Action to adopt Resolution No. 23-09-06 authorizing the execution of an Intergovernmental Agreement (AG Contract No. P0012023000948) with the State of Arizona, acting through its Department of Transportation, allowing for distribution of appropriated State Surplus funds in the amount of \$243,600 to be used on the Highway Safety Improvement Project on Houston Mesa Road. **(Tom Goodman)** Adopted
- F. Information/Discussion/Action to approve Contract Agreement No. CTR 063953 with Stantec Consulting Services, Inc. to provide engineering design services for the Monroe Street Improvement Project in an amount not to exceed \$123,495.51. **(Tom Goodman)** Approved
- G. Information/Discussion/Action for the Board of Supervisors, by unanimous consent, to approve the sale of a portion (1.56 acres) of Gila County-owned parcel number 207-23-011K to Cobre Valley Regional Medical Center (CVRMC) in the amount of \$9,900, which is 90% of the appraised value; and authorize the Chairman's signature on the related Quit Claim Deed conveying the property to CVRMC. **(Homero Vela)** Sold
- H. Information/Discussion/Action to adopt Public Works Department Policy No. PWS-018 – *Exempt Employee Emergency Pay*. **(Homero Vela)** Adopted

I. Information/Discussion/Action to approve Amendment No. 2 to Service Agreement No.101122 with Meridian Engineering Company increasing the contract by \$153,569.43 for a new contract total amount of \$3,097,137.28; and extending substantial completion time to October 8, 2023, which allows for Arizona Department of Environmental Quality's approval and submission of final as-builts for the Russell Gulch Landfill Stage 3A Expansion Project. **(Homero Vela)** Approved

J. Information/Discussion/Action to approve Professional Services Contract No. 081723 with Elections Systems & Software in the amount of \$52,520.66 from April 18, 2023, through April 17, 2024, with the option for 3 additional 1-year renewals, to be utilized for maintenance services on elections equipment. **(Eric Mariscal)** Approved

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

A. Approval of the appointments of Justices of the Peace Pro Tempore with all terms expiring on December 31, 2023. Approved

B. Approval of the extension to the Intergovernmental Agreement with Yavapai County for Restoration to Competency Services effective July 1, 2023, through June 30, 2024. Approved

C. Approval of Amendment No. 1 to Contract No. 08032022 - *Gila County Fairgrounds Restroom Facility Design Build* for restroom facilities supporting the Gila County Fairgrounds with The Public Restroom Company to extend the contract from November 1, 2022, to December 31, 2023. Approved



- |    |   |              |
|----|---|--------------|
| D. | Approval of Amendment No. 1 to the 1GPA Contract No. 158-15PV with Sun Valley Builders for Michaelson Building Roof Demolition/Replacement to extend the contract to October 31, 2023.  | Approved     |
| E. | Approval of the monthly activity reports submitted by the Human Resources Department for August 2023.   | Approved     |
| F. | Acknowledgment of contracts under \$50,000 approved by the County Manager   | Acknowledged |
| G. | Acknowledgment of the August 2023 monthly activity report submitted by the Recorder's Office.   | Acknowledged |
| H. | Acknowledgment of the August 2023 monthly activity report submitted by the Clerk of the Superior Court' Office.   | Acknowledged |
| I. | Acknowledgment of the August 2023 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.  | Acknowledged |
| J. | Acknowledgment of the August 2023 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.   | Acknowledged |
| K. | Approval of the Board of Supervisors' September 19, 2023, meeting minutes.  | Approved     |
| 6. | <b>CALL TO THE PUBLIC:</b> 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 | No Comments  |

to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

7. At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented. Comments Provided

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-8311**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 10/03/2023

Submitted For: Kayle Lathrop, Director

Submitted By: Lisa Wilckens, Fiscal Services Manager

Department: Community Services

Division: Administration

Fiscal Year: 23

Budgeted?: Yes

Contract Dates 2023-2024

Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Public Hearing (P-2) for Community Development Block Grant (CDBG)  
Application for Fiscal Year (FY) 2023 Regional Account (RA) Funding.

Background Information

The CDBG program was started with the Housing and Community Development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, and suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the Arizona Department of Housing (ADOH) to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the ADOH for projects that must meet at least one of the following national objectives; benefiting an area that is 51% or more low to moderate income; preventing or eliminating slum and blight, or addressing an urgent need due to a natural disaster or human health hazard.

Evaluation

Per statutory requirement, two public hearings must be held; one public hearing is to obtain input from citizens and one public hearing is to be held by the local governing board, which in Gila County, is the Board of Supervisors.

The County is expected to receive approximately \$150,107 in FY23 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight, or address urgent need. A public hearing will be held at 10:00 A.M. on October 3, 2023, at the Gila County Courthouse, 1400 E. Ash Street, Globe, AZ 85501 and at the Tommie Cline Martin Complex, 707 S. Colcord Road, Payson, AZ 85541 to gather citizen input on the use of the CDBG funds. Examples of possible uses include the following:

1. Public infrastructure (e.g., water, wastewater, street improvements);
2. Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
3. Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
4. Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program)

### Conclusion

Per statutory requirement, two public hearings must be held; one public hearing is to obtain input from citizens and one public hearing is to be held by the local governing board, which in Gila County, is the Board of Supervisors. This is the first public hearing.

### Recommendation

The Community Services Department Director recommends that the Board of Supervisors hold a public hearing to hear from citizens on the FY 2023 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding.

### Suggested Motion

Information/Discussion/Action to convene a public hearing to hear from citizens on the FY 2023 Community Development Block Grant (CDBG) Application for FY 2023 CDBG Regional Account funding in the amount of \$150,107. **(Kayle Lathrop)**

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### Attachments

CDBG Application

Resolution No. 22-01-01

Resolution No. 22-01-02

Resolution No. 22-01-03

CDBG Disclosure Agreement

Certifications for FY22

Form For Approval As To Form

Gila County Public Hearing Regarding Use of CDBG Funds

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

**Citizens may watch the Board meeting live-streamed at:**

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

**Citizens may submit written comments related to the October 24th Special Meeting agenda by no later than 5 p.m. on Monday, October 23rd, by emailing the Deputy Clerk of the Board at [strimble@gilacountyaz.gov](mailto: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.**

## **SPECIAL MEETING - TUESDAY, OCTOBER 24, 2023 - 10:00 A.M.**

### **1. CALL TO ORDER - PLEDGE OF ALLEGIANCE**

### **2. PUBLIC HEARINGS:**

- |    |  |         |
|----|--|---------|
| A. | Information/Discussion/Action to convene a public hearing to hear from citizens on the FY 2023 Community Development Block Grant (CDBG) Application for FY 2023 CDBG Regional Account funding in the amount of \$150,107; approve the CDBG Application; and adopt Resolution Nos. 23-10-02, 23-10-03, and 23-10-04 related to the CDBG Application. <b>(Kayle Lathrop)</b> | Adopted |
|----|--|---------|

### **3. REGULAR AGENDA ITEMS:**

- |    |  |            |
|----|--|------------|
| A. | Information/Discussion/Action to authorize the Gila County Finance Department to accept an appropriation disbursement from the State of Arizona for Deputy & Detention Retention funds and disburse to eligible Gila County Sheriff's Office employees in the amount of \$5,000 (before taxes) as defined by Arizona Department of | Authorized |
|----|--|------------|

Administration Agreement No.  
DBFFY23L22CH31304 with Gila County. **(Maryn Belling)**

- |    |  |           |
|----|--|-----------|
| B. | Information/Discussion/Action to ratify the Board of Supervisors' approval to submit a Social Investment Application to Resolution Copper Mining LLC (Resolution Copper) in the amount of <del>\$2,000</del> on behalf of Pleasant Valley Veterans Retreat, Inc.; accept the award of \$2,000 from <del>Resolution Copper</del> on behalf of Pleasant Valley Veterans Retreat, Inc.; approve a Funding Agreement between Gila County and Resolution Copper; and approve Economic Development Agreement No. 10172023 in the amount of \$2,000 between Gila County and Pleasant Valley Veterans Retreat, Inc., all of which the Board has determined to be for the benefit of the public. <b>(James Menlove)</b> | Approved  |
|    |  |           |
| C. | Information/Discussion/Action to ratify the Board of Supervisors' approval to submit a Grant Application to Arizona Public Service (APS) Corporate Giving in the amount of \$4,500 on behalf of Pleasant Valley Veterans Retreat, Inc.; accept the award of \$4,500 from APS Corporate Giving on behalf of Pleasant Valley Veterans Retreat, Inc.; and approve Economic Development Agreement No. 10182023 in the amount of \$4,500 between Gila County and Pleasant Valley Veterans Retreat, Inc., all of which the Board has determined to be for the benefit of the public. <b>(James Menlove)</b>  | Approved  |
|    |  |           |
| D. | Information/Discussion regarding properties owned or held by Gila County. <b>(Michael O'Driscoll)</b>  | Discussed |

- |    |   |           |
|----|---|-----------|
| E. | Information/Discussion regarding status updates on the Facilities and Land Management Department's capital projects. <b>(Joseph Dickison)</b>   | Discussed |
| F. | Information/Discussion to review the draft Vacation Rental and Short-Term Rental Ordinance for Gila County. <b>(Randy Pluimer)</b>  | Discussed |
| G. | Information/Discussion regarding an update on the Recycling and Landfill Division's revenues and expenditures, including projected costs for future capital expansion for the landfill operations. <b>(Homero Vela)</b> | Discussed |
- 
- |    |   |                      |
|----|---|----------------------|
| 4. | <b>CALL TO THE PUBLIC:</b> 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. | Comments<br>Provided |
| 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.   | Comments<br>Provided |
| 6. | <b>EXECUTIVE SESSION ITEMS:</b>   |                      |



- A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion and consultation for legal advice regarding a potential educational services Intergovernmental Agreement; and, after the special meeting has been reconvened, move to direct the Board's attorney(s) to proceed as directed in the executive session regarding this agenda item. **(James Menlove)** Directed Attorney

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-8318**

**2. A.**

**Special BOS Meeting**

Meeting Date: 10/24/2023

Submitted For: Kayle Lathrop, Director

Submitted By: Kayle Lathrop, Director

Department: Community Services

Division: Administration

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Information

Request/Subject

Final Public Hearing (P-4) for Community Development Block Grant (CDBG) Application for Fiscal Year (FY) 2023 Regional Account (RA) Funding.

Background Information

The CDBG program was started with the Housing and Community Development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, and suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the Arizona Department of Housing (ADOH) to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the ADOH for projects that must meet at least one of the following national objectives; benefiting an area that is 51% or more low to moderate income; preventing or eliminating slum and blight, or addressing an urgent need due to a natural disaster or human health hazard.

Evaluation

Per statutory requirement, two public hearings must be held; one public hearing is to obtain input from citizens and one public hearing is to be held by the local governing board, which in Gila County, is the Board of Supervisors.

Gila County is expected to receive approximately \$150,107.00 in FY23 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives several potential projects have been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the Gila County Board of Supervisors meeting held at 10:00 a.m. on October 24, 2023, at the Tommie Cline Martin Complex, 707 S. Colcord Road, Payson, AZ 85541, and the Gila County Courthouse, 1400 E. Ash Street, Globe, AZ 85501 to discuss the potential projects. It is expected that the Board of Supervisors will select the final project at this hearing and adopt applicable resolutions. The potential CDBG projects are named and described as follows:

1. Housing Rehabilitation

### Conclusion

Per statutory requirement, two public hearings must be held; one public hearing is to obtain input from citizens and one public hearing is to be held by the local governing board, which in Gila County, is the Board of Supervisors. This is the second and final public hearing.

### Recommendation

The Community Services Department Director recommends that the Board of Supervisors hold a public hearing to hear from citizens on the FY 2023 Community Development Block Grant (CDBG) Application for FY 2023 CDBG Regional Account funding; approve the CDBG Application; and adopt Resolution Nos. (Nos. X, Y, and Z) related to the Application.

### Suggested Motion

Information/Discussion/Action to convene a public hearing to hear from citizens on the FY 2023 Community Development Block Grant (CDBG) Application for FY 2023 CDBG Regional Account funding in the amount of \$150,107; approve the CDBG Application; and adopt Resolution Nos. 23-10-02, 23-10-03, and 23-10-04 related to the CDBG Application. **(Kayle Lathrop)**

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### Attachments

Resolution No. 23-10-02

Resolution No. 23-10-03

Resolution No. 23-10-04

Public Notice

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RESOLUTION NO. 23-10-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
~~AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2023~~  
~~STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)~~  
~~FUNDS; CERTIFYING THAT SAID APPLICATION MEETS THE~~  
COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND  
COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS  
OF THE STATE CDBG PROGRAM; AND AUTHORIZING ALL  
ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE  
ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and,

WHEREAS, the State of Arizona is administering the CDBG Program; and,

WHEREAS, the State of Arizona CDBG Program requires that CDBG funds requested address one of the three mandated Congressional National Objectives; and,

WHEREAS, the activities within this application addresses the community's identified housing and community development needs, including the needs of low and moderate-income persons; and,

WHEREAS, an applicant of State of Arizona CDBG funds is required to comply with the program guidelines and federal statutes and regulations.

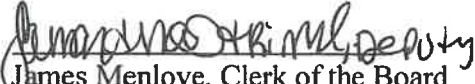
THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the application to be made to the State of Arizona, Department of Housing, for FY 2023 CDBG funds; authorizes the Chairman of the Board of Supervisors of the County of Gila to sign an application and contract or grant documents for receipt and use of these funds for housing rehabilitation; and authorizes the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application; and

BE IF FURTHER RESOLVED that this application for state CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight, or addresses an urgent need that poses a threat to health; and that the County of Gila will comply with all


State CDBG Program guidelines, federal statutes and regulations applicable to the State of Arizona CDBG Program and the certifications contained in this application.

PASSED AND ADOPTED this 24th day of October 2023, at Globe, Gila County, Arizona

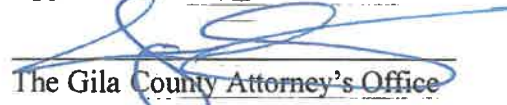
Attest:

  
James Menlove, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

  
Stephen Christensen, Chairman

Approved as to form:

  
The Gila County Attorney's Office

After recording please  
Return to Samantha Trimble - BOS



RESOLUTION NO. 23-10-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN FOR FY 2023, AS REQUIRED  
UNDER SECTION 104(D) OF THE HOUSING AND COMMUNITY  
DEVELOPMENT ACT OF 1974, AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant (CDBG) funds must adopt, make public, and certify that it is following a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, Gila County is submitting an application to the Arizona Department of Housing (ADOH) for CDBG funds.

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors does hereby adopt the Residential Anti-Displacement and Relocation Assistance Plan as described below.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The County of Gila will replace all occupied and vacant occupy-able low/moderate-income (LMI) dwelling units demolished or converted to a use other than as LMI housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the ADOH CDBG Program the following information in writing:

1. A description of the proposed activity;
2. the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LMI dwelling units as a direct result of the assisted activity;
3. a time schedule for the commencement and completion of the demolition or conversion;
4. the general location on a map and approximate number of dwelling units by size (number of

bedrooms) that will be provided as replacement dwelling units;

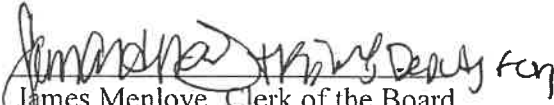
5. the source of funding and a time schedule for the provision of replacement dwelling units; 6. the basis for concluding that each replacement dwelling unit will remain an LMI dwelling unit for at least 10 years from the date of initial occupancy; and,

6. information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan.


Gila County Community Action/Housing Services will provide relocation assistance, as described in the Housing and Community Development Act of 1974, as amended, and will be implementing regulations to each LMI household displaced by the demolition of housing or by the conversion of an LMI dwelling unit to another use as a direct result of assisted activities.

PASSED AND ADOPTED this 24th day of October 2023, at Globe, Gila County, Arizona

Attest:

  
James Menlove, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

  
Stephen Christensen, Chairman

Approved as to form:

  
The Gila County Attorney's Office









RESOLUTION NO. 23-10-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM  
GUIDELINES DATED AUGUST 3, 2021, IN RELATION TO AN APPLICATION  
FOR FY 2023 STATE COMMUNITY DEVELOPMENT BLOCK GRANT  
FUNDS FOR A HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an Owner-Occupied Housing Rehabilitation Program;  
and,

WHEREAS, this program is funded with Community Development Block Grant Program (CDBG) funds  
provided by the State of Arizona CDBG Program, and,

WHEREAS, the State of Arizona CDBG Program requires that every local government requesting CDBG  
funds for housing rehabilitation adopt specific guidelines for such a program; and,

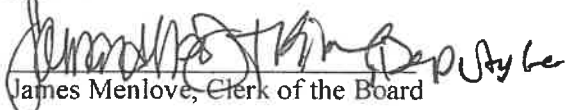
WHEREAS, Gila County has developed such Owner-Occupied Housing Rehabilitation Guidelines  
(OOHRGs) dated August 3, 2021, which have been pre-approved by the CDBG Program.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts such  
OO-HRGs dated August 3, 2021, which shall be used to implement its CDBG-funded Housing  
Rehabilitation Program funded through its application for FY 2023 funds; and,

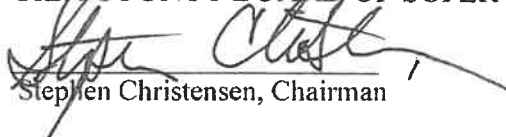
BE IT FURTHER RESOLVED that Gila County shall utilize such OO-HRGs without revisions except such  
authorized by the chief elected official or a person authorized in writing to approve such revisions via the  
CDBG Program's CD-1 Form; with such revisions submitted to the CDBG Program within a maximum of  
10 working days of authorization.

PASSED AND ADOPTED this 24<sup>th</sup> day of October 2023, at Globe, Gila County, Arizona

Attest:

  
James Menlove, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

  
Stephen Christensen, Chairman

Approved as to form:

  
The Gila County Attorney's Office

## **CERTIFICATIONS**

### **APPLICANT CERTIFICATIONS FOR FY23**

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him (her) self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

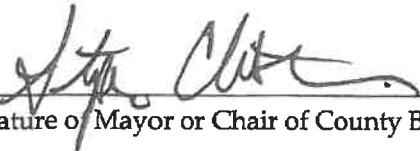
11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
  - c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies it will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.

19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
  - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or;
  - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

  
\_\_\_\_\_  
Signature of Mayor or Chair of County Board

10-24-2023

Date

Stephen Christensen

Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in each of the applications.



Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531, P.L. 101-235 approved 12-15-89) and HUD implementing regulations at 24 CFR Part 12 contain disclosure requirements for State CDBG Applicants and Recipients. Subpart C of 24 CFR Part 12 requires Applicants for state-administered CDBG funds to make a number of disclosures if they meet a dollar threshold for the receipt of certain covered assistance. **All Applicants applying for ADOH CDBG funds must complete this CDBG Disclosure Report and submit with their application.**

Applicant: Gila County

CDBG ☒ RA for FFY 23 ☐ SSP for FFY \_\_\_\_\_

**CDBG DISCLOSURE REPORT**  
**FEDERAL FISCAL YEAR**  
**10/1/2023- 9/30/2025**

**This form must be completed and submitted with each application for CDBG funds.**

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**PART I - APPLICANT INFORMATION**

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1. Applicant, Complete Address with 9-digit zip code (zip plus 4):

1400 East Ash Street, Globe, AZ 85501-4430

2. Phone Number:

928-402-8693

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3. Federal Employer Identification Number: 86-000444

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3. Indicate whether this is: ☒ Initial Report ☐ Update Report # \_\_\_\_\_

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4. Amount of this CDBG Grant Applied for: \$150,107

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**PART II - THRESHOLD DETERMINATION**

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1. Is the amount listed in 4(above) more than \$500,000? ☐ Yes ☒ No

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2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than \$500,000? ☒ Yes ☐ No

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**PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR**

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Provide the requested information for any other Federal, State and/or local governmental assistance *either awarded or applied for, which will be used in conjunction with this CDBG grant.*

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded
Department of Housing	HOME/OO HR	Rehab	\$440,000
ADOH	DOE/LIhealth	Weatherization	\$198,093
ADOH	APS/SWG	Weatherization	\$136,490
<u>Wildfire</u>	Urrd	Repair and Replace	\$48,900
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

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**PART IV - INTERESTED PARTIES**

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Identify any person or entity that has a pecuniary interest in this project that exceeds \$50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Financial Interest in the Project (\$ and %)
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %

			\$ / %
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## DISCLOSURE REPORT INSTRUCTIONS

All communities receiving CDBG grants must complete and submit the Disclosure Report with the application  
*Note that no contract will be issued until the CDBG Program receives a completed Disclosure Report.*

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### PART I - GRANTEE INFORMATION

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Complete information requested.

Updated reports are required if:

- Information was omitted from the initial report;
- Additional interested parties are identified (unless such are identified through other documents such as those relating to the procurement process);
- A person or entity's pecuniary interest has increased;
- Government assistance has increased by \$250,000 or 10% (whichever is lower);
- There is a change in the source and/or use of funds that exceeds the amount of all previously disclosed sources and/or uses of funds by \$250,000 or 10% (whichever is lower).

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### PART II - THRESHOLD DETERMINATION

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Complete information requested.

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### PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

---

Complete information requested.

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### PART IV - INTERESTED PARTIES

---

Interested parties are those persons and entities with a reportable pecuniary interest in the project. A *pecuniary interest* means *any financial involvement* in the project, including such situations in which a person or entity:

- Has an equity interest in the project,
- Shares in any profit or resale;
- Shares in any distribution of cash surplus or other assets of the project;
- Receives compensation for any goods or services provided in connection with the project. (Exception: if compensated as a result of a competitive procurement process.)

(The following are not considered interested parties: local CDBG administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.)

If an entity is disclosed, the information provided in Part IV must include the identification of each officer, director, principal stockholder or other official of the entity.

Applicants/grantees may not be aware of all interested parties when completing this report. If, as the project is implemented, the grantee becomes aware of other interested parties, it should submit an updated Disclosure Report.

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### **PART V - EXPECTED SOURCES AND USES OF FUNDS**

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Note that this section must include all other assistance identified in Part III as well as the CDBG funds.

Describe the "Uses of Funds" in general terms - do not provide line item budget information.

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### **PART VI - CERTIFICATION**

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Have Chief Elected Official sign and date form.

Original must be included with application.

## APPENDIX A

The following HUD programs are considered "covered assistance" for purposes of the Disclosure Report. All applicants for CDBG funds must review this list to determine if they are receiving or can reasonably expect to receive assistance from any of these covered sources in determining whether they reach the threshold (Part II). Applicants must consider: a) ALL CDBG funds for which they will apply, both RA and all SSPs; b) ALL other "covered assistance" whether received directly from HUD or through the State, e.g., ADOH or DES.

**NOTE: This list does NOT include the HOME program.**

1. Section 312 Rehab Loans under 24 CFR Part 510 except loans for single-family properties
2. Rental Rehabilitation Grant Programs
3. Specific projects or activities under Title I of the Housing and Community Development Act of 1974 to:
  - a) HUD for a Special Purpose Grant
  - b) HUD for a loan under 24 CFR Part 470, Subpart M
  - c) HUD for a grant to an Indian tribe under Title I
  - d) HUD for a grant under the HUD administered Small Cities program; and
  - e) A state or unit of general local government for CDBG**
4. Emergency Shelter Grants (specific project or activity), under 24 CFR part 576
5. Transitional Housing under 24 CFR part 577
6. Permanent Housing for Handicapped Homeless Persons under 24 CFR part 578
7. Section 8 Housing Assistance Payments (only project-based housing under the Existing Housing and Moderate Rehab Programs under 24 CFR part 88 but including the Moderate Rehabilitation Program for Single Room Occupancy Dwellings for the Homeless under Subpart H)
8. Section 9 Housing Assistance Payments for Housing for the elderly or handicapped under 24 CFR part 855
9. Loans for Housing for the Elderly or Handicapped including operating assistance for Housing for the Handicapped under Section 162 of the Housing and Community Development Act of 1987 and Seed Money Loans under Section 106(b) of the Housing and Urban Development Act of 1968
10. Section 8 Housing Assistance Payments, Special Allocations under 24 CFR part 886
11. Flexible Subsidy under 25 CFR part 219, both Operating Assistance under Subpart B and Capital Improvement Loans under Subpart C
12. Low Rent Housing Opportunities under 24 CFR part 904
13. Indian Housing under 24 CFR part 905
14. Public Housing Development under 24 CFR art 942
15. Comprehensive Improvement Assistance under 24 CFR part 968
16. Resident Management under 24 CFR part 964, Subpart C
17. Neighborhood Development Demonstration under Section 123 of the Housing and Urban Rural Recovery Act of 1983

18. Nehemiah Grants under 24 CFR part 280
19. Research and Technology Grants under Title V of the Housing and Urban Development Act of 1970
20. Congregate Services under the Congregate Housing Services Act of 1978
21. Counseling under Section 106 of the Housing and Urban Development Act of 1968
22. Fair Housing Initiatives under 24 CFR part 125
23. Public Housing Drug Elimination Grants under Section 5129 of the Anti Drug Abuse Act of 1988
24. Fair Housing Assistance under 24 CFR part 111
25. Public Housing Early Childhood Development Grants under Section 222 of the Housing and urban Rural Recovery Act of 1983
26. Mortgage Insurance under 24 CFR Subtitle B, chapter II (only multifamily and non residential)
27. Supplemental Assistance for Facilities to Assist the Homeless under 24 CFR part 57928. Shelter Plus Care Assistance under Section 837 of the Cranston Gonzales National Affordable Housing Act
29. Planning and Implementation Grants for HOPE for Public and Indian Housing Homeownership under Title IV, Subtitle A of the Cranston-Gonzales National Affordable Housing Act
30. Planning and Implementation Grants for HOPE for Homeownership of Multifamily Units under Title IV, Subtitle B of the Cranston-Gonzales National Affordable Housing Act
31. HOPE for Elderly Independence Demonstration under section 803 of the Cranston-Gonzales National Affordable Housing Act.



			V/N	V/N	%	type	land	family	
Complete this section for rehab only									
5/13/13	Martinez, Robert	5885 Van Winkle, Miami	Y	N	20	1	7	Y	1
5/25/15	Mitchell, Barbara	3439 Elm Ave, Miami	Y	Y	11	1	7	Y	2
3/28/15	Dodd, Russell	928-812-5293	Y	N	11	1	7	Y	1
1/12/16	Lease, Virginia	520 W. 4th St. Hayden	Y	Y	20	3	7	Y	3
5/1/16	Channell, Larry	6076 Mackey's Hill Miami	Y	Y	11	1	1	Y	1
3/19/16	Marin, Joanne	430 W. Euclid Ave, Globe	Y	Y	20	2	7	Y	1
11/8/16	Galvan, April	223 S. Canyon Ave, Miami	Y	N	20	1	4	Y	4
3/9/17	Moreno, Clement	309 W. Sunset St, Miami	Y	Y	11	3	2	Y	2
5/19/17	Camarena, Julia	604 San Pedro, Hayden	Y	Y	20	3	2	Y	1
5/29/17	Curtis, Sandra	4158 E. Wilson St, Claypool	Y	Y	11	1	7	Y	2
7/19/17	Malles, Cynthia	174 W. 9th St, Hayden	Y	Y	11	1	7	Y	1
7/24/17	Baker, Brandy	181 S. Franz Ave, Miami	N	N	11	1	7	Y	1
3/1/17	Verdugo, Amalia	507 San Pedro, Hayden	N	Y	20	2	1	Y	1
11/27/17	Kingbeil, David	256 Vendetta Dr. Young	N	N	11	1	4	Y	6
3/8/18	Arbutnot, Tammy	6206 S. Russell Road #4, Globe	N	N	11	1	1	N	1
5/11/18	Padilla, Mary	104 W. 4th St. Winkelman	N	Y	11	4	2	Y	1
7/18/18	Voss, Tamara	132 S. Miami Ave, Miami	Y	N	11	2	7	Y	1
7/24/18	Channell, Edward	928-961-6599	N	Y	11	1	2	Y	1
7/26/18	Pfeil, Christopher	928-595-2357	Y	N	11	4	7	Y	2
3/6/18	Ramos, Richard	158 E. Haskins Rd, Globe	Y	Y	20	4	7	Y	1
10/22/18	Altman, Shulamit	669-2038-5543	N	N	11	1	1	Y	1
11/20/18	Pena, Golda	5820 E. Braley Globe	N	N	11	2	4	Y	3
12/10/19	Ruinyon, Lacey	309 W. Corral Dr. Payson	N	N	11	1	3	Y	2
1/3/19	Turney, Charlie	265 N. Hill St Globe	N	Y	11	4	2	N/A	2
1/16/19	DeObieta, Lucia	136 South Kent Miami	N	Y	20	2	6	Y	1
1/28/19	SantaMaria, Celia	225 N Lower Rd Hayden	N	Y	20	2	2	N/A	1
1/31/19	Chambers, Thomas	1000 S. Cedar Crest Cir Payson	Y	N	11	1	7	Y	1
2/26/19	Oriol, Gisele	851 W. Merritt St Miami	N	Y	11	2	6	N/A	1
3/11/19	Larson-Booth, Linda	707 W. Colt Drive Payson	N	Y	11	3	6	N/A	1
3/12/19	Barnett, Pamela	703 E. Frontier Payson	Y	Y	11	2	7	N/A	1
3/12/19	Bost, Iris	5900 N. Main St Globe	Y	N	11	2	6	MH	2
3/15/19	McIntosh, Mary	501 S. Rim View Circle Payson	N	N	11	1	1	1	1
3/16/19	Gooding, Roy	135 W. Reno Tonto Basin	Y	N	11	2	4	2	2
3/27/19	Howard, Melissa	190 N. Cornerstone Way #6	N	N	11	3	3	2	2
3/27/19	McGee, Christy	300 S. Cherry Flats #21 Miami	N	N	11	1	3	MH	2
4/23/19	Romero, Juan	262 N. McKenzie Avenue Miami	Y	Y	20	2	1	1	1
3/17/19	Taylor, Nancy	862 E. Dealers Star Valley	N	Y	11	2	2	N/A	2
3/20/19	Roden, Debra	200 SR HWY #36 Tonto Basin	Y	N	11	1	1	N/A	1
3/21/19	Geno, Leonard	187 S. Prospect Ave Miami	N	N	20	1	1	Y	1
3/3/19	Hernandez, Daniel	164 S. Reppy Avenue Miami	N	N	20	4	1	Y	2
3/22/19	Ramirez, Erlinda	186 N. Chisholm St Miami	N	N	20	1	4	5	5
3/14/19	Flip, Daniel	8958 S. Six Shooter Cy #8 Globe	Y	N	11	2	4	MH	4
3/14/19	Jones, Christina	604 N. Sneed Dr Payson	N	N	11	2	3	Y	3
1/10/19	Searle, Paul	480 S. Rainbow Dr #52	Y	Y	11	1	2	MHP	1
1/15/19	Saba, George	16 N. Star Vale Drive#73 Star Valley	Y	Y	11	2	2	MHP	2
1/18/19	Pike, Darlene	7999 S. Pinal View Dr Globe	Y	Y	14	1	2	MHP	2
1/18/19	Castaneda, Vanessa	5611 E. Block Avenue #1 Globe	N	N	20	1	3	MHP	4
1/24/19	Fields, R.D.	5915 S. Old Oak St Claypool	Y	Y	11	1	2	Y	2
1/2/19	Melhorn, Vicki	850 W. Smith St Miami	N	N	11	1	2	Y	1
1/6/19	Leusersee, James	1065 N. Wheatfields #7 Globe	N	Y	11	4	2	N	2
1/22/19	Kane, Raylene	3305 S. Sundown Street Fort Apache	N	N	14	2	4	Tribal	2
1/14/19	Greene, Timothy	205 S. Canyon Avenue Miami	Y	N	11	2	7	Y	1
1/19/19	Neal, Jody	5900 N. Main St. #176 Globe	Y	Y	11	2	2	N	1
1/24/19	Burns, Georgia	1775 N. Broad St #38 Globe	Y	N	11	2	3	MHP	6



0/22/19	Quintana, Engracia	381 N. Chisholm Miami	928-961-4566	Y	Y	Y	11	3	2		Y	1	10/22/19	1915 home, roof
0/29/19	Leverque, Doris	224 S. Indian Circle Miami	928-200-5931	Y	N	N	11	2	2		Y	1	10/30/19	Major Rebab
0/30/19	Russell, Todd	609 S. Colcord #52 Payson	813-900-3902	N	Y	N	11	2	2		N	1	10/30/19	WAP Req docs from Elsa
1/10/19	Cowan, Barbara	1109 W. Crestview Dr Payson	928-592-3762	N	Y	Y	11	3	2			1	11/10/19	Roof 1983 DWMH
1/12/19	Aneas, Susan	8413 Aneas Dr Globe	928-425-5438	Y	Y	Y	11	4	2			2	11/12/19	Tile lifting. Wheelchair
1/18/19	Garcia, Staci	822 E. Cedar St Globe	480-299-0308	Y	N	N	20	4	6		Y	1	12/5/19	Grant Only
1/21/19	Carroll, Misty	870 W. Smith St. Miami	928-200-1932	N	N	N	20	1	6		Y	2	11/21/19	Rehab
2/3/19	Badilla, Jared	1189 Montecito Drive Globe	928-812-1692	N	N	N	20	3	3		N	7	12/3/19	
2/28/19	Benavidez, Maria	245 S. Adonis Avenue	928-473-9062	N	Y	N	20	4	2			1	5/29/19	
2/30/19	Foxworth, Eva	146 S. Prospect Ave Miami	480-494-9250	N	N	N	11	1	1		Y	1	12/30/19	Section 8-rental
7/2/20	Dorothy, Susan	518 E. North St	928-243-3954	Y	N	N	11	1	1		N	1	1/2/20	Section 8-rental
7/3/20	Cox, Carmella	310 E. Cherry St Payson	928-951-6758	N	Y	Y	11	1	1		Y	1	1/28/20	Heating, has had WAP
7/17/20	Guglielmo, Joe	340 Pinal St Globe	480-257-1678	Y	Y	Y	20	3	2		Y	1	1/17/20	
7/19/20	Rolson, Gayle	5620 E. Globe	928-812-4730	Y	Y	Y	11	?	2		Y	2	2/19/20	Roof
7/26/20	Anaya, Albert	5876 Copper Lane Calypool	928-200-8025	Y	Y	Y	20	4	2		Y	2	2/26/20	Electrical
7/1/20	Perez, Daniel	530 E. Conquest Globe	928-200-6762	N	N	N	20	1	5		Y	2	3/1/20	Rehab
7/10/20	Whipple, Michael	5603 S. Glendale Ave. Globe	805-458-2055	Y	Y	Y	11	1	2		Y	2	4/10/20	UF/URRD
7/7/20	Hunsinger, Sheldon	303 S. Kodz Road Payson	928-474-9681	Y	Y	Y	11	4	2		Y	1	5/7/20	Rehab
7/26/20	Hoff, Cindy	3254 Hunt Hwy, Pine	480-593-3346	Y	Y	Y	11	3	7		Y	4	5/26/20	Rehab
7/22/20	Roten, Laura	5611 E. Block Ave #1 Globe	928-961-6136	N	N	N	11	1	3		MHP	3	6/22/20	Poss WAP
7/1/20	Casillas, Theresa	1533 E. Kramer St. Miami	480-277-8693	Y	Y	Y	20	2	2		Y	1	7/1/20	Rehab
7/4/20	D'Luzansky, Gabriel	410 S. Hill Street Globe	303-909-7857	N	N	N	11	4	1		Y	1	7/4/20	Rehab
7/29/20	Armenta, Angie	450 S. 4th Street Globe	928-425-7733	Y	Y	Y	11	1	2			4	7/29/20	electrical
7/7/20	Curl, Barbara	535 E. Sycamore Lane	928-474-9493	Y	Y	Y	11	1	7		Y	1	8/7/20	Poss WAP
7/11/20	Shoop, Lawrence	7611 N. Banada Rd. Payson	928-363-1585	Y	Y	Y	11	1	7		Y	5	8/11/20	rehab
7/25/20	Cons, Reggie	210 S. Rags Cyn Miami	480-220-9498	N	Y	Y	11	4	2		Y	2	9/25/20	Poss WAP
1/6/20	Lopez, Armando	1554 Adriatic Ave Miami	928-200-0888	Y	Y	Y	11	3	2			3	11/6/20	Plumbing
11/25/2020	Mitchelle, Patrick	8958 South Six Shooter Cyn Rd	928-425-8531	Y	Y	Y	11	1	7		N	1	11/25/20	Rehab
2/3/20	Kuehn, Connie	998 E. Sycamore Lane Payson	928-472-7200	N	N	N	11	1	1		Y	1	12/3/20	Roof/Rehab
2/8/20	Allen, Shawn	620 N. San Pedro Hayden	520-704-0617	N	N	N	20	1	4		Y	10	12/8/20	Roof/Rehab
2/10/20	Police, Todd	613 W. Summit St Payson	928-970-0630	Y	N	N	11	2	1		Y	1	12/10/20	Rehab
2/21/21	Chavez, Courtney	5559 E. Roberts Dr Globe	602-877-9485	N	N	N	11	1	4		Y	5	3/2/21	Roof
7/8/21	Watts, Kelly	900 W. Driftwood Payson	928-486-6116	Y	Y	Y	11	2	1		Y	2	3/8/21	Roof
7/9/21	Alarcon, Gertrude	181 S. Mackey Camp Rd Globe	928-425-6335	N	Y	Y	11	1	6		N	3	3/9/21	Rehab
7/17/21	Romero, Jose	243 Lower Road Hayden	520-250-3188	Y	Y	Y	20	2	2		Y	2	3/17/21	Roof/WAP
7/17/21	Bowser, Nicholas	8037 S. Pinal View Dr Sp 31 Globe	928-707-8142	N	N	N	12	1	2		N	3	3/17/21	Roof/WAP
7/6/21	Macaulley, Chelsea	7827 Gila Valley Rd Globe	928-961-5008	N	N	N	11	4	3		Y	3	4/6/21	Rehab
7/8/21	Kirkade, Charles	1265 N. Wheatfields Sp 44 Globe	928-812-3313	Y	N	Y	11	2	7		N	1	4/8/21	Electrical
7/16/21	Owensby, Jim	568 S. 3rd St. Globe Arizona	928-477-3940	Y	Y	Y	11	4	7		Y	2	4/16/21	Roof
7/27/21	Smrdel, Judy	152 S. Fairview St. Globe,Az	928-200-9237	N	Y	Y	11	1	6		Y	1	4/27/21	roof
7/8/21	Brockman, David	3933 East 260 Star Valley	N/A	N	Y	N	11	3	2		Y	MHP	6/8/21	Roof
7/16/21	Mancha, Rose	5515 E. Apach Hills Lane,Globe	928-200-1888	N	N	N	11	1	1		Y	1	6/16/21	Roof
7/17/21	Lopez, Juana	243 Lower Rd. Hayden Az.	520-250-3188	Y	N	N	11	4	7		Y	2	6/17/21	Rehab/Roof
7/23/21	Chidester, Patricia	218 E. Van Dyke Blvd Miami	928-200-0222	N	Y	N	11	1	2		Y	1	7/23/21	Roof
7/17/21	Smith, Christine	2105 N. Pratt Circle, Payson, Az	602-487-9956	N	N	N	11	2	4		Y	3	8/17/21	WAP
7/26/21	Jones,Billie	5258 E. Lincdon Way, Globe Az.	928-812-4311	Y	Y	Y	11	3	7		Y	1	8/26/21	Roof
7/31/21	Hernandez, Bryan	5633 S. Glendale Ave. Globe	928-961-6395	Y	N	N	11	2	4		Y	4	8/31/21	Rehab
0/13/21	Bishop, Alleeene	719 W. Frontier Payson	928-391-7239	N	N	N	11	1	5		N	2	10/13/21	Pest infestation/WAP
0/15/21	Warren/Mejia, Crystal	8958 S. Six Shooter Canyon#11	928-812-2921	N	N	N	11	1	3		N	3	10/15/21	Fence/skirting
1/5/21	Younts, Barbara	1271 N. Wheatfields Rd #10	928-366-5900	Y	Y	Y	11	1			N	1	11/5/21	Seal roof
2/11/21	Gonzales, George	700 E. Homestead Globe	928-200-5624	N	Y	Y	20	2	2		Y	1	12/11/21	Heating, cooling, roof
2/17/21	Rivera, Dorothy	270 W. Ruiz Canyon Rd. Globe	840-209-7926	Y	Y	Y	20	1	1		Y	1	12/17/21	Roof
7/1/22	Badilla, Yvette	5900 N. Main St #107 Globe	928-961-4117	N	N	N	11	1	3		N	4	1/1/22	Roof/WAP
7/10/22	Rivera, Angelina	643 Hoopes Road Globe	928-200-7492	N	N	N	20	3	1		N	2	1/10/22	Roof
7/26/22	Puebla, Lorenzo	1065 W/ Live Oak Street Miami	928-200-9455	N	N	N	20	4			Y	1	1/26/22	Rehab
7/4/22	Eisele, Richard	236 S. Indian Circle Miami	480-528-0882	Y	Y	Y	11	1	2		Y	1	2/4/22	Roof
7/8/22	Stotler, Deborah	191 S. Cedar Avenue Miami	928-961-3554	Y	N	N	11	2	6			3	2/8/22	

7/6/22	Baca, John	7632 N. Caballero Rd. Payson	602-785-2529	N	Y	11	1	2				7/6/22	Rehab
7/8/22	Korba, Debbie	3706 N. Hicks Drive Globe	928-200-3850	N	Y	20	2	2				7/8/22	Rehab
7/26/22	Tarango, Olivia	5942 Kinmore Claypool	928-812-2011	N	Y	11	2	2				7/26/22	Roof/Rehab
7/31/22	McGill, Sheila	300 S. Cherry Flats #12 Miami	928-322-9776	Y	Y	11	1	6				8/31/22	Roof/WAP
7/6/22	Emery, Elvira	1710 S. Century Drive	928-425-4650	N	Y	11	4	2				9/6/22	Roof
7/14/22	Perez, Gloria	458 E. Yuma St. Globe	928-425-8847	Y	N	11	4	2				9/14/22	Cooling WAP 2018
7/26/22	Schober, Donna	480 S. Rainbow Dr. #13 Star valley	928-595-2098	Y	N	11	1	2				9/26/22	Roof/
0/23/22	Heroux, Debra	1304 N. Beeline Hwy #13 Payson	928-458-6922	Y	Y	11	2	2				10/23/22	Roof
0/25/22	Gabel, Krystal	440 S. River Rd Payson	928-951-0957	N	N	11	1	3				10/25/22	WAP
1/7/22	DiSomma, Alan	1304N. William Tell Circle Payson	480-242-3794	Y	N	11	1	7				11/7/22	Rehab
1/9/22	Mohr, Lacey	5260 E. Yuma Trail Globe	928-326-1030	N	N	11	2	4				11/9/22	Roof
1/18/22	Ramos, George	5601 Kimbel Avenue Globe	928-961-3750	Y	Y	11		2				11/18/22	
1/22/22	Rodriguez, Edith	670 S. East Street Globe	928-297-4732	N	Y	11	2	1				11/22/22	Plumbing
2/13/22	Chapin, Patricia	1103 S. Moonlight Dr Star Valley	928-978-7966	Y	Y	11	3	2				12/13/22	Flooring
2/20/22	Fecht, Cheryl	199 Devils Dog #1125 Tonto Basin	4809827276	N	Y	11	2	2				12/20/22	WAP/Stairs/doors
2/27/22	Corrales, Lucy	113 W. Fourth Avenue Winkelman	928-275-0583	N	Y	11		2				12/27/22	
7/15/23	Burke, Cyrena	311 W. Quarelli Winkelman	480-343-0148	N	N	11	1	1				1/15/23	
7/17/203	Cameron, Bridget	1213 N. Globe St Globe	480-438-4921	N	N	20	4	1				2/17/23	Rehab
7/6/23	Skinner, Terry	249 E. Spur Trail Roosevelt	928-951-2869	Y	Y	11	2	2				3/6/23	WAP
7/15/23	Srill, Caroline	182 Purtil Trail Tonto Basin	571-344-9043	Y	Y	11	4	2				3/15/23	Hot water heater
7/17/23	Ruiz, Margaret	111 W. 5th St. Winkelman	520-356-6782	Y	Y	20	2	6				3/17/23	Electrical, roof
7/29/23	Ray, Patricia	5649 S. McKinney Central Heights	928-793-5325	Y	Y	11	2	2				3/29/23	Cooling
7/1/23	Sukosky, Wyatt	6260 S. Diary Canyon Road, Miami	602-692-0327	Y	Y	11	2	5				5/1/23	
7/8/23	Almanza, Nancy	714 Rock Road Hayden	520-709-7561	Y	Y	20	1	1				5/8/23	
7/8/23	Flores, Tessie	8251 W. Mescalero Rd Payson	928-978-1321	N	Y	20	4	1				5/8/23	
7/12/23	Steele, Melissa	136 N. Devereaux St Globe	928-701-1337	N	N	11	4	3				5/12/23	soffits, fridge
7/17/23	Pagnozzi, Andrea	4466 Locomotive Dr Miami	928-200-0300	Y	N	Y	3	3				5/17/23	PriorityWAP-see notes
7/25/23	Clyder, Patricia	372 Chisholm Avenue Miami	N/A	Y	Y	11	1	2				5/25/23	WAP
7/13/23	Baker, Michael	312 S. Hill Street Globe	928-812-0619	N	N	20	1	1				6/13/23	windows, locks
7/22/23	Vargas, Mary Lou	310 N. Miami Avenue Miami	928-701-3980	N	Y	20	1	2				6/22/23	Rehab
7/23/23	Watts, Olivia	9023 N. Side Street Globe	928-200-8144	Y	Y	11	2	2				6/23/23	
7/2/23	Gonzales, Jimmy	1031 Walliman Rd. Globe	480-205-0361	Y	Y	20	1	2				7/2/23	
7/7/23	Fett, Dixie	713 3rd Avenue Miami	928-961-6102	Y	N	11	1	6				7/7/23	
7/10/23	Michaels, Suzanne	903 E. Granite Dells Rd. #51, Payson	928-978-9009	Y	Y	11	1	2				7/10/23	
7/14/23	Davis, Janelle	3933 E. Hwy 260#174 Star Valley	928-595-0827	Y	Y	11	1	2				7/14/23	
7/18/23	Juvera, Victoria	570 E. Oak Street Globe	520-440-9536	N	N	20	2	3				7/18/23	
7/18/23	Pena, Bobbi	5648 E. Globe Cyn Globe	928-961-4074	N	N	20	4	3				7/18/23	
7/20/23	Encizo, George	4474 Broadway Rd Claypool, AZ	928-812-2028	N	Y	20	3	2				7/20/23	WAP
7/20/23	Zellmer, Kevin	301 S. Bentley St. Payson	928-474-3613	N	Y	11	1	2				7/20/23	Windows
7/24/23	Hansen, Bob	6427 S. Carpenter Lane Globe	928-961-6398	N	Y	11	1	2				7/24/23	
7/31/23	Calleros-Espinoza, Eduardo	5976 Admas Lane Claypool	928-812-2733	N	Y	20	1	2				7/31/23	
7/31/23	Oropeza, Jesus	5991 . Adams Lane Claypool	928-812-2733	Y	N	20	1	1				7/31/23	Electrical
7/4/23	Naquin, Jamie	5866 El Camino Claypool	928-961-1039	Y	N	11	1	7				8/4/23	
7/7/23	Cleary, Charles	333 S. Ewing Trail Tonto Basin	602-721-4878	N	Y	11	1	2					

\* Demographic Codes

Race of HH
11- White
12- Black/African American
13- Asian
14- American Indian or Alaskan Native
15- Native Hawaiian or other Pacific Islander
16- American Indian or Alaskan Native & White
17- Asian & White
18- African American & White
19- American Indian or Alaskan Native & Black
20- Other Multi-racial

HH Type  
(Select ALL that apply)
1- Single, Non-Elderly
2- Elderly (62+)
3- Single Parent
4- Two parent
5- Not Related
6- Female Head of House
7- Disabled

HH % of Area  
Median Income
1- 0 to 30%
2- 31 to 50%
3- 51 to 60%
4- 61 to 80%

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

**ARF-8693**

**Regular Agenda Item 2. G.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Stella Gore, PHEP Manager

Submitted By: Paula Horn, Deputy Director of Pub. Hlth. & Comm. Serv.

Department: Health & Emergency Management

Division: Grants & Special Projects

Fiscal Year: 2023-2024

Budgeted?: Yes

Contract Dates July 1, 2023 - June 30, 2024 Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approval of Amendment 2 to Funding Agreement No. 203-24 with the Arizona Department of Housing for the Weatherization Assistance Program.

Background Information

The primary mission of the Gila County Public Health and Community Services Department, Housing Services' Weatherization Program is to reduce the fuel or electricity expenses for space heating, space cooling, and water heating for income-eligible households while improving the health and safety of the dwelling's occupants. The Weatherization Program enables income-eligible families to reduce their energy bills by making their homes more energy-efficient.

Funding Agreement No. 203-24 was approved by the Board of Supervisors on 8/1/2023 and provided \$121,662 of DOE (Department of Energy) funding, \$20,389 to DOE WRF (Weatherization Readiness Fund) funding, and \$76,431 to LIHEAP (Low Income Home Energy Assistance Program) funding for a new contract amount of \$218,482 to be expended by June 30, 2024.

Amendment 1 to Funding Agreement No. 203-24 was approved by the Board of Supervisors on 01/02/24 and increased the DOE WRF funding by \$24,487 and LIHEAP funding by \$350,000.

Amendment 2 Funding Agreement No 203-24 will increase the carryover amount of \$349,648.68 for a total LIHEAP award of \$776,079.68 to be expended by June 30, 2024.

Evaluation

Amendment 2 to Funding Agreement No. 203-24 increases the LIHEAP funding by \$349,648.68 for a contract total of \$776,079.68. This amendment also increases the completed unit requirement to 46.

### Conclusion

With the Board of Supervisors' approval of Amendment 2 to Funding Agreement No. 203-24, Gila County Public Health and Community Services Department, Housing Services' Weatherization Program will receive increased 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 Amendment 2 to Funding Agreement 203-24 in order for the Gila County Public Health and Community Services Department, Housing Services' Weatherization Program to provide weatherization services to eligible citizens residing in Gila County.

### Suggested Motion

Information/Discussion/Action to approve Amendment No. 2 to Funding Agreement No. 203-24 between the Arizona Department of Housing and Gila County Public Health and Community Services Department, Housing Services' Weatherization Program to use Low-Income Home Energy Assistance Program funding and increase the amount of the contract by \$349,648.68 for a total contract amount of \$776,079.68 for the period of July 1, 2023, through June 30, 2024. **(Stella Gore)**

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### Attachments

Amendment No. 2 Funding Agreement No. 203-24

Amendment 1 Funding Agreement No. 203-24

Funding Agreement No. 203-24 with the Arizona Department of Housing

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Contract No.: 203-24  
Termination Date: 6/30/2024  
Amendment No.: 002

**AMENDMENT TO A  
FUNDING AGREEMENT  
Between  
ARIZONA DEPARTMENT OF HOUSING  
And  
Gila County**

This **Agreement** is made and entered into by and between the **Arizona Department of Housing (ADOH)**, and *Gila County (Recipient)*.

**RECITALS**

- 1) **ADOH** and **Recipient** have entered into a Contract, stipulating to an award through the State Housing Fund Program or Community Development Block Grant Programs by **ADOH** to **Recipient** for the purpose as outlined in the above referenced Funding Agreement; and
- 2) A revision to said Agreement is necessary, and;
- 3) **ADOH** and **Recipient** agree that the revision is in the best interest of all parties, including beneficiary low-income households; **ADOH** and **Recipient** hereby agree to amend the subject agreement as follows:

**AGREEMENT**

*LIHEAP Budget has been increased for SFY23 Carryover in the amount of \$349,648.68. Total LIHEAP award is now \$776,079.68. Increase is outlined in the Attachment C. Budget. The number of LIHEAP units to be served has increased to forty-six (46) units.*

The agreement incorporates the Recital paragraphs set forth above.

**The Following Attachments are amended and attached hereto:**

<b>A</b>	<b>Scope of Work</b>
<b>B</b>	<b>Performance Report/Schedule of Completion</b>
<b>C.</b>	<b>Budget</b>
<b>D.</b>	<b>Request for Payment</b>

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, **ADOH** and **Recipient** have executed this Amendment that shall become effective when signed by ADOH.

**THE STATE OF ARIZONA,  
DEPARTMENT OF HOUSING**

**Gila County  
RECIPIENT**

BY: \_\_\_\_\_

Joan Serviss

TITLE: CEO-Executive Deputy Director

DATE: \_\_\_\_\_

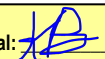
BY: \_\_\_\_\_

Stephen Christensen

TITLE: Chair, Board of Supervisors

DATE: \_\_\_\_\_

Manager's Approval: \_\_\_\_\_



**ATTACHMENT A**  
**SCOPE OF WORK**  
**2<sup>nd</sup> REVISED 2/12/2024**

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE) and Low Income Home Energy Assistance Program (LIHEAP) funds. Funding will allow Gila County, Office of Community Services (**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:
  - 1) DOE funds: 200% or below of Federal Poverty Guidelines as published annually or WPN 23-3 HUD means tested 80% or below of Area Median Income; and
  - 2) LIHEAP funds: 200% or below of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
  - 1) Elderly, at or above the age of sixty (60) years;
  - 2) Persons with Disabilities; and
  - 3) Families with children at or below the age of five (5) years.
- C. DOE WAP funds require adherence to the following provisions as revised:
  - 1) 10 CFR Part 440 as revised;
  - 2) The Arizona Weatherization Assistance Program State Plan (State Plan);
  - 3) Health and Safety Plan (HSD Plan);
  - 4) The Arizona Weatherization Policies and Procedures Handbook;
  - 5) Arizona Weatherization Assistance Program Field Guide;
  - 6) Standard Work Specifications; and
  - 7) DOE WPN 22-4 Quality Work Plan.”
    - a. All energy audits performed will meet or exceed the requirements set forth in WPN 19-4;
    - b. The ADOH Receipt of Field Guide Verification form must be completed and signed by all appropriate representatives on an annual basis.
  - 8) Gila County must ensure all items 1) through 7) are included in contracts with their contractors/vendors.
- D. LIHEAP WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and WAP Memorandum 22-4 Quality Work Plan. Units that do not receive DOE funds will not be required to pass a QCI inspection.
- E. Weatherization Readiness Funds WPN 22-6 (WRF) measures and administration expenditures will be tracked separately from other DOE funding and will not be subject to the DOE Average Cost Per Unit (ACPU) or Health and Safety caps. A waiver must be submitted to ADOH and approved prior to project commencement. Allowable measures include but are not limited to the following:
  - 1) Roof repair;
  - 2) Wall repair (interior or exterior);
  - 3) Ceiling repair;
  - 4) Floor repair;
  - 5) Foundation or subspace repair;
  - 6) Exterior drainage repairs (e.g. landscaping or gutters);
  - 7) Plumbing repairs;
  - 8) Electrical repair; and
  - 9) Clean-up or remediation beyond typical scope of WAP preventing WAP work.
- F. Maximum investment per unit is as follows:

**Funding Agreement with  
State of Arizona, Department of Housing**

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- 1) DOE: ACPU investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$8,250;
  - 2) DOE WRF: maximum per unit investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$10,000; and
  - 3) LIHEAP: Average per unit investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$20,000. (Unit production was calculated using FFY22 average expenditure for WAP Network with a 5% increase or \$13,611)
- G. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- H. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
- 1) DOE: eleven (11) completed units passing Quality Control Inspection and ADOH WAP monitoring; and
  - 2) LIHEAP: forty-six (46) completed units passing final inspection and ADOH WAP monitoring.
- I. Gila County must submit the LIHEAP Data Collection Report on the form provide by AzDES by the 15<sup>th</sup> of each month for the previous month's activity.
- J. Gila County must submit copies of all completed Sub-grantee Oversight of Contractors Forms quarterly per ADOH WAP Technical Bulletin 21.3.
- K. Gila County shall make timely payments to vendors per the AZ WAP Policies and Procedures Handbook Section 3.5 Vendor Payments.





Arizona  
Department  
of Housing

WEATHERIZATION

2nd REVISED 2/12/2024

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 1	
Recipient	Gila County		Date		
Contract No	203-24 Contract Period: from 7/1/2023 to 6/30/2024		Revision #		
Activity	Weatherization Assistance Program				
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200		City	Globe	
Contact Person	Estelle Belarde		Zip Code	85501	
Phone	928-402-8685	Email	<a href="mailto:ebelarde@gilacountyaz.gov">ebelarde@gilacountyaz.gov</a>	Fax	928-402-8652
Program Specialist	Gloria Castro	Email	<a href="mailto:gloria.castro@azhousing.gov">gloria.castro@azhousing.gov</a>	County	Gila
Indicate adherence to contract or schedule changes. Due by the 15th of each month for the previous month's activities.					
Contract Schedule		Contract Date	Complete Yes/No	Modification Date	
Contract Execution		7/1/2023	YES		
Completion of 2 DOE and 1 LIHEAP Units		9/30/2023	YES		
Completion of 5 DOE and 11 LIHEAP Units (all numbers cumulative)		12/30/2023			
Completion of 8 DOE and 28 LIHEAP Units (all numbers cumulative)		3/31/2024			
Completion of 11 DOE and 46 LIHEAP Units (all numbers cumulative)		6/30/2024			
Project Complete-Contract Close Out		7/31/2024			
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.					
A. # of DOE units 100% complete & QCI Passed?			E. # of LIHEAP units 100% complete?		
B. # of DOE units complete but need QCI?			F. # of LIHEAP units under construction?		
C. # of DOE units under construction?			G. # of LIHEAP units out to bid?		
D. # of DOE units out to bid?					
Recipient Authorized Signature		Date	Title		



# Arizona Department of Housing

WEATHERIZATION

2nd REVISED 2/12/2024

Attachment C

Budget						
Recipient	Gila County				Date	
Contract No./File No.	203-24 Contract Period: from 7/1/2023 to 6/30/2024				Revision No.	
Activity	Weatherization Assistance Program					
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200				City	Globe
Contact Person	Estelle Belarde				Zip Code	85501
Phone	928-402-8685	Email	<a href="mailto:ebelarde@gilacountyaz.gov">ebelarde@gilacountyaz.gov</a>		Fax	928-402-8652
Program Specialist	Gloria Castro	Email	<a href="mailto:gloria.castro@azhousing.gov">gloria.castro@azhousing.gov</a>		County	Gila
a	c	d	e	f	g	h
Budget Line Item or Activity No.	DOE FFY2023	DOE WRF FFY2023	LIHEAP FFY2023	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs	\$ 6,683.00					
Training & Technical Assistance	\$ 16,823.00					
Program Operations	\$ 89,556.00					
Health and Safety	\$ 8,600.00					
Financial Audit	\$ -					
Liability Insurance	\$ -					
WAP WRF Administration		\$ 6,731.00				
WAP WRF Program Operations		\$ 38,145.00				
LIHEAP Administration			\$ 43,054.00			
LIHEAP Training/TA			\$ 8,147.00			
LIHEAP Program Operations			\$ 724,878.68			
Total	\$121,662.00	\$44,876.00	\$776,079.68			\$942,617.68

REV. 5-2016



Arizona  
Department  
of Housing  
2nd REVISION 3/27/2024

WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County				Date	
Contract No	203-24 Contract Period: from 7/1/2023 to 6/30/2024				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	Globe
Contact Person	Estelle Belarde				ZIP	85501
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 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	c	d	d	e	f	g	h
Budget Line Item or Activity No.	ASAP No.	DOE FFY2023	DOE WRF FFY2023	LIHEAP FFY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
1. DOE Administration		\$ 6,683.00			\$ 3,777.73	\$ 2,905.27		\$ 2,905.27
2. DOE Training & TA		\$ 16,823.00			\$ 1,177.77	\$ 15,645.23		\$ 15,645.23
3. DOE Program Ops		\$ 89,556.00			\$ 70,289.31	\$ 19,266.69		\$ 19,266.69
4. DOE Health & Safety		\$ 8,600.00			\$ 7,543.00	\$ 1,057.00		\$ 1,057.00
5. DOE Financial Audit		\$ -				\$ -		\$ -
6. DOE Liability Ins		\$ -				\$ -		\$ -
7. DOE Total Draw					\$ 82,787.81	\$ 38,874.19	\$ -	\$ 38,874.19
8. DOE WRF Admin.			\$ 6,731.00		\$ 3,124.93	\$ 3,606.07		\$ 3,606.07
9. DOE WRF Prgm Ops			\$ 38,145.00		\$ 20,906.27	\$ 17,238.73		\$ 17,238.73
10. DOE WRF Total Draw					\$ 24,031.20	\$ 20,844.80	\$ -	\$ 20,844.80
11. LIHEAP Admin.	N/A			\$ 43,054.00	\$ 2,963.66	\$ 40,090.34		\$ 40,090.34
12. LIHEAP Training/TA	N/A			\$ 8,147.00	\$ 341.56	\$ 7,805.44		\$ 7,805.44
13. LIHEAP Program Ops	N/A			\$ 724,878.68	\$ 111,719.14	\$ 613,159.54		\$ 613,159.54
14. LIHEAP Total Draw	N/A				\$ 115,024.36	\$ 661,055.32	\$ -	\$ 661,055.32
GRAND TOTAL		\$ 121,662.00	\$ 44,876.00	\$ 776,079.68	\$ 221,843.37	\$ 720,774.31	\$ -	\$ 720,774.31

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 <input type="checkbox"/>	Not Current <input type="checkbox"/>	For ADOH Use Only	
ADOH Program Specialist Approval	Date:		ADOH Program Administrator Approval	Date

REV. 1-2014

Contract No.: 203-24  
Termination Date: June 30, 2024  
Amendment No.: 001

AMENDMENT TO A  
FUNDING AGREEMENT  
Between  
ARIZONA DEPARTMENT OF HOUSING  
And  
Gila County

This Agreement is made and entered into by and between the Arizona Department of Housing  
(ADOH), and Gila County (Recipient).

RECITALS

- 1) ADOH and Recipient have entered into a Contract, stipulating to an award through the State Housing Fund Program, weatherization assistance program or Community Development Block Grant Programs by ADOH to Recipient for the purpose as outlined in the above referenced Funding Agreement; and
- 2) A revision to said Agreement is necessary, and;
- 3) ADOH and Recipient agree that the revision is in the best interest of all parties, including beneficiary low-income households; ADOH and Recipient hereby agree to amend the subject agreement as follows:

AGREEMENT

*DOE WRF Award increased by \$24,487. LIHEAP Award increased by \$350,000 and completed unit requirement increased to thirty (30). New award line item dollar amounts are noted on the Attachment C Budget and Attachment D Request for Payment forms.*

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

- A. Scope of Work
- B. Performance Report/Schedule of Completion
- C. Budget
- D. Request for Payment

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, ADOH and Recipient have executed this Amendment that shall become effective when signed by ADOH.

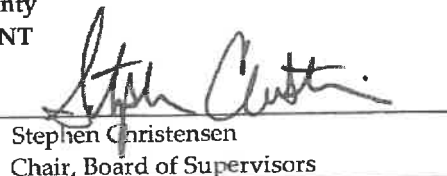
THE STATE OF ARIZONA,  
DEPARTMENT OF HOUSING

Gila County  
RECIPIENT

BY:

  
Joan Serviss

BY:

  
Stephen Christensen  
Chair, Board of Supervisors

TITLE:

CEO & EDD

TITLE:

Chair, Board of Supervisors

DATE:

1/8/2024

DATE:

1-2-24

Manager's Approval:



Contract No.: 203-24  
Termination Date: June 30, 2024  
Amendment No.: 001

AMENDMENT TO A  
FUNDING AGREEMENT  
Between  
ARIZONA DEPARTMENT OF HOUSING  
And  
Gila County

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The Following Attachments are amended and attached hereto:

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- B Performance Report/Schedule of Completion
- C Budget
- D Request for Payment

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, ADOH and Recipient have executed this Amendment that shall become effective when signed by ADOH.

THE STATE OF ARIZONA,  
DEPARTMENT OF HOUSING

Gila County  
RECIPIENT

BY: \_\_\_\_\_

Joan Serviss

TITLE: CFO & EDD

DATE: \_\_\_\_\_

BY:  \_\_\_\_\_

Stephen Christensen

TITLE: Chair, Board of Supervisors

DATE: 1-2-24

Manager's Approval: 

ATTACHMENT A  
SCOPE OF WORK  
REVISED 11/14/2023

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE) and Low Income Home Energy Assistance Program (LIHEAP) funds. Funding will allow Gila County, Office of Community Services (**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:
  - 1) DOE funds: 200% or below of Federal Poverty Guidelines as published annually or WPN 23-3 HUD means tested 80% or below of Area Median Income; and
  - 2) LIHEAP funds: 200% or below of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
  - 1) Elderly, at or above the age of sixty (60) years;
  - 2) Persons with Disabilities; and
  - 3) Families with children at or below the age of five (5) years.
- C. DOE WAP funds require adherence to the following provisions as revised:
  - 1) 10 CFR Part 440 as revised;
  - 2) The Arizona Weatherization Assistance Program State Plan (State Plan);
  - 3) Health and Safety Plan (HSD Plan);
  - 4) The Arizona Weatherization Policies and Procedures Handbook;
  - 5) Arizona Weatherization Assistance Program Field Guide;
  - 6) Standard Work Specifications; and
  - 7) DOE WPN 22-4 Quality Work Plan.”
    - a. All energy audits performed will meet or exceed the requirements set forth in WPN 19-4;
    - b. The ADOH Receipt of Field Guide Verification form must be completed and signed by all appropriate representatives on an annual basis.
  - 8) Gila County must ensure all items 1) through 7) are included in contracts with their contractors/vendors.
- D. LIHEAP WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and WAP Memorandum 22-4 Quality Work Plan. Units that do not receive DOE funds will not be required to pass a QCI inspection.
- E. Weatherization Readiness Funds WPN 22-6 (WRF) measures and administration expenditures will be tracked separately from other DOE funding and will not be subject to the DOE Average Cost Per Unit (ACPU) or Health and Safety caps. A waiver must be submitted to ADOH and approved prior to project commencement. Allowable measures include but are not limited to the following:
  - 1) Roof repair;
  - 2) Wall repair (interior or exterior);
  - 3) Ceiling repair;
  - 4) Floor repair;
  - 5) Foundation or subspace repair;
  - 6) Exterior drainage repairs (e.g. landscaping or gutters);
  - 7) Plumbing repairs;
  - 8) Electrical repair; and
  - 9) Clean-up or remediation beyond typical scope of WAP preventing WAP work.
- F. Maximum investment per unit is as follows:

**Funding Agreement with  
State of Arizona, Department of Housing**

---

- 1) DOE: ACPU investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$8,250;
  - 2) DOE WRF: maximum per unit investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$10,000; and
  - 3) LIHEAP: Average per unit investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$20,000. (Unit production was calculated using FFY22 average expenditure for WAP Network with a 5% increase or \$13,611)
- G. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- H. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
- 1) DOE: eleven (11) completed units passing Quality Control Inspection and ADOH WAP monitoring; and
  - 2) LIHEAP: thirty (30) completed units passing final inspection and ADOH WAP monitoring.
- I. Gila County must submit the LIHEAP Data Collection Report on the form provide by AzDES by the 15<sup>th</sup> of each month for the previous month's activity.
- J. Gila County must submit copies of all completed Sub-grantee Oversight of Contractors Forms quarterly per ADOH WAP Technical Bulletin 21.3.
- K. Gila County shall make timely payments to vendors per the AZ WAP Policies and Procedures Handbook Section 3.5 Vendor Payments.



Arizona  
Department  
of Housing

WEATHERIZATION

REVISED 11/14/2023

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION										Page 1 of 1
Recipient	Gila County									
Contract No	203-24		Contract Period: from 7/1/2023 to 6/30/2024							
Activity	Weatherization Assistance Program									
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200									
Contact Person	Estelle Belarde									
Phone	928-402-8685		Email	ebelarde@gilacountyaz.gov						
Program Specialist	Gloria Castro		Email	gloria.castro@azhousing.gov						
Indicate adherence to contract or schedule changes. Due by the 15th of each month for the previous month's activities.										
Contract Schedule			Contract Date	Complete Yes/No	Modification Date					
Contract Execution			7/1/2023	YES						
Completion of 2 DOE and 1 LIHEAP Units			9/30/2023	YES						
Completion of 5 DOE and 11 LIHEAP Units (all numbers cumulative)			12/30/2023							
Completion of 8 DOE and 20 LIHEAP Units (all numbers cumulative)			3/31/2024							
Completion of 11 DOE and 30 LIHEAP Units (all numbers cumulative)			6/30/2024							
Project Complete-Contract Close Out			7/31/2024							
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.										
A. # of DOE units 100% complete & QCI Passed?			E. # of LIHEAP units 100% complete?							
B. # of DOE units complete but need QCI?			F. # of LIHEAP units under construction?							
C. # of DOE units under construction?			G. # of LIHEAP units out to bid?							
D. # of DOE units out to bid?										
Recipient Authorized Signature			Date			Title				





# Arizona Department of Housing

## WEATHERIZATION

REVISED 11/14/2023

Attachment C

Budget							
Recipient		Gila County			Date		
Contract No./File No.		203-24 Contract Period: from 7/1/2023 to 6/30/2024			Revision No.		
Activity		Weatherization Assistance Program					
Recipient Address		Office of Community Services - 5515 S. Apache Ave., Suite 200					
Contact Person		Estelle Belarde			City Globe		
Phone		928-402-8685			Zip Code 85501		
Program Specialist		Gloria Castro			Fax 928-402-8652		
		Email <a href="mailto:ebelarde@gilacountyaz.gov">ebelarde@gilacountyaz.gov</a>			County Gila		
a		c	d	e	f	g	h
Budget Line Item or Activity No.		DOE FFY2023	DOE WRF FFY2023	LIHEAP FFY2023	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs	\$	6,683.00					
Training & Technical Assistance	\$	16,823.00					
Program Operations	\$	89,556.00					
Health and Safety	\$	8,600.00					
Financial Audit	\$	-					
Liability Insurance	\$	-					
WAP WRF Administration			\$ 6,731.00				
WAP WRF Program Operations			\$ 38,145.00				
LIHEAP Administration				\$ 15,482.00			
LIHEAP Training/TA				\$ 4,424.00			
LIHEAP Program Operations				\$ 406,525.00			
Total		\$121,662.00	\$44,876.00	\$426,431.00			\$592,969.00

REV. 5-2016



Arizona  
Department  
of Housing

WEATHERIZATION

REVISION 11/14/2023

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient		Gila County						Date	
Contract No		203-24		Contract Period: from 7/1/2023 to 6/30/2024				Pay Req. No/Mo	
Activity		Weatherization Assistance Program						Direct Wire Dep	
Recipient Address		Office of Community Services - 5515 S. Apache Ave., Suite 200						Yes No	
Contact Person		Estelle Belarde						City Globe	
Phone		928-402-8685		Email		ebelarde@gilacountyaz.gov		ZIP 85501	
Program Specialist		Gloria Castro		Email		gloria.castro@azhousing.gov		Fax 928-402-8652	
								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	c	d	d	e	f	g	h	
Budget Line Item or Activity No.	ASAP No.	DOE FFY2023	DOE WRF FFY2023	LIHEAP FFY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance	
1. DOE Administration		\$ 6,683.00			\$ 1,479.66	\$ 5,203.34		\$ 5,203.34	
2. DOE Training & TA		\$ 16,823.00			\$ 1,177.77	\$ 15,645.23		\$ 15,645.23	
3. DOE Program Ops		\$ 89,556.00			\$ 51,672.25	\$ 37,883.75		\$ 37,883.75	
4. DOE Health & Safety		\$ 8,600.00			\$ 6,693.00	\$ 1,907.00		\$ 1,907.00	
5. DOE Financial Audit		\$ -			\$ -	\$ -		\$ -	
6. DOE Liability Ins		\$ -			\$ -	\$ -		\$ -	
7. DOE Total Draw					\$ 61,022.68	\$ 60,639.32	\$ -	\$ 60,639.32	
8. DOE WRF Admin.			\$ 6,731.00		\$ 3,058.00	\$ 3,673.00		\$ 3,673.00	
9. DOE WRF Prgm Ops			\$ 38,145.00		\$ 17,331.00	\$ 20,814.00		\$ 20,814.00	
10. DOE WRF Total Draw					\$ 20,389.00	\$ 24,487.00	\$ -	\$ 24,487.00	
11. LIHEAP Admin.	N/A			\$ 15,482.00	\$ 1,571.43	\$ 13,910.57		\$ 13,910.57	
12. LIHEAP Training/TA	N/A			\$ 4,424.00	\$ 341.56	\$ 4,082.44		\$ 4,082.44	
13. LIHEAP Program Ops	N/A			\$ 406,525.00	\$ 59,410.64	\$ 347,114.36		\$ 347,114.36	
14. LIHEAP Total Draw	N/A				\$ 61,323.63	\$ 365,107.37	\$ -	\$ 365,107.37	
GRAND TOTAL		\$ 121,662.00	\$ 44,876.00	\$ 426,431.00	\$ 142,735.31	\$ 450,233.69	\$ -	\$ 450,233.69	

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

ADOH Program Specialist Approval

Date:

ADOH Program Administrator Approval

Date

REV. 1-2014

**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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**ATTACHMENTS**

- |                                     |   |   |
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| <input checked="" type="checkbox"/> | A | Scope of Work   |
| <input checked="" type="checkbox"/> | B | Performance Report/Schedule of Completion                                     |
| <input checked="" type="checkbox"/> | C | Budget  |
| <input checked="" type="checkbox"/> | D | Request for Payment Form  |
| <input checked="" type="checkbox"/> | E | Special Conditions of the Agreement (U.S. Dept. of Energy Flow Down)          |
| <input checked="" type="checkbox"/> | F | SHPO Programmatic Agreement   |
| <input type="checkbox"/>            | G | Authorizing Resolution(s)   |
| <input type="checkbox"/>            | H | Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013) |

AGREEMENT NO. 203-24  
TERMINATION DATE June 30, 2024

**FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
GILA COUNTY  
FOR  
WEATHERIZATION ASSISTANCE PROGRAM**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable 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**").
- ☐ State Fiscal Recovery Funds ("**SFRF**")

and

GILA COUNT  
(Entity)

An Arizona County ("Recipient") UEI #CTYALQF1SC4, 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 \$218,482.00 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 \_\_\_\_\_  
\$ \_\_\_\_\_

Funding Agreement with  
State of Arizona, Department of Housing

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- ☐ **HOME, CFDA # 14.239**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **HTF**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **HPF**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☐ **HSSF**  
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 2023  
\$121,662.00
- ☐ **DOE WAP BIL, CFDA # 81.042**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- ☒ **DOE WRF, CFDA # 81.042**  
Federal Fiscal Year 2023  
\$20,389.00
- ☒ **LIHEAP WAP, CFDA # 93.568**  
Federal Fiscal Year 2023  
\$76,431.00



☐ **SWG WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

☐ **APS WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

☐ **SRP WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

☐ **SFRF**  
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 July 1, 2023 beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 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 Fund Allocation Plan*.
- ☒ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan*.

- ☒ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- ☐ **SWG WAP, APS WAP or SRP 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*.
- ☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

## 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, NHTE, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> 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 *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15<sup>th</sup> 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 *Quarterly Performance Report* 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<sup>th</sup> 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 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 30<sup>th</sup> annually.
- ☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous 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 20<sup>th</sup> 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.

☒ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP 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 30<sup>th</sup> (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 30<sup>th</sup> report covers the month of December).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30<sup>th</sup> of each month and address activities of the preceding month (i.e. the April report covers the month of March).

## **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 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, 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 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**

**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 non-compliance 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.



- ☐ **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 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*  
KAYLE LATHROP  
*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 [socialserve.com](https://socialserve.com) and keep the project listed with [socialserve.com](https://socialserve.com) 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.

Funding Agreement with  
State of Arizona, Department of Housing

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AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,  
ARIZONA DEPARTMENT OF HOUSING

GILA COUNTY  
RECIPIENT

BY: 

Joan Serviss

BY: 

Woody Cline

TITLE: Director

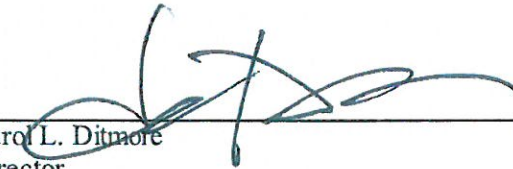
TITLE: Chair, Board of Supervisors

DATE: 8/10/2023

DATE: 8-1-23

This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. This Amendment is not effective until each party executes the Amendment.

SIGNATORIES:

  
\_\_\_\_\_  
Carol L. Ditmore  
Director  
Arizona Department of Housing

9/14/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas Sahhar  
Energy Programs Manager  
Arizona Department of Administration- General Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathryn Leonard  
State Historic Preservation Officer  
Arizona State Parks & Trails - State Historic Preservation Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Derek G. Passarelli  
Director, Golden Field Office  
Office of Energy Efficiency and Renewable Energy  
United States Department of Energy

\_\_\_\_\_  
Date

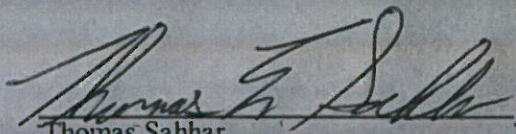


This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. This Amendment is not effective until each party executes the Amendment.

SIGNATORIES:

\_\_\_\_\_  
Carol L. Diltmore  
Director  
Arizona Department of Housing

\_\_\_\_\_  
Date



\_\_\_\_\_  
Thomas Sahhar  
Energy Programs Manager  
Arizona Department of Administration- General Services Division

\_\_\_\_\_  
11-06-2020  
Date

\_\_\_\_\_  
Kathryn Leonard  
State Historic Preservation Officer  
Arizona State Parks & Trails - State Historic Preservation Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Derek G. Passarelli  
Director, Golden Field Office  
Office of Energy Efficiency and Renewable Energy  
United States Department of Energy

\_\_\_\_\_  
Date



This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. This Amendment is not effective until each party executes the Amendment.

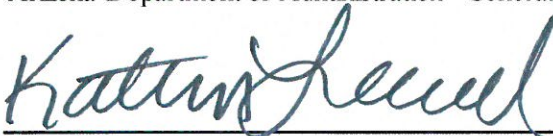
SIGNATORIES:

\_\_\_\_\_  
Carol L. Ditmore  
Director  
Arizona Department of Housing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas Sahhar  
Energy Programs Manager  
Arizona Department of Administration- General Services Division

\_\_\_\_\_  
Date



September 14, 2020

\_\_\_\_\_  
Kathryn Leonard  
State Historic Preservation Officer  
Arizona State Parks & Trails - State Historic Preservation Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Derek G. Passarelli  
Director, Golden Field Office  
Office of Energy Efficiency and Renewable Energy  
United States Department of Energy

\_\_\_\_\_  
Date

This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. This Amendment is not effective until each party executes the Amendment.

SIGNATORIES:

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Carol L. Ditmore  
Director  
Arizona Department of Housing

Date

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Thomas Sahhar  
Energy Programs Manager  
Arizona Department of Administration- General Services Division

Date

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Kathryn Leonard  
State Historic Preservation Officer  
Arizona State Parks & Trails - State Historic Preservation Office

Date

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*Derek G. Passarelli*  
Derek G. Passarelli  
Director, Golden Field Office  
Office of Energy Efficiency and Renewable Energy  
United States Department of Energy

November 12, 2020  
Date

**ATTACHMENT A  
SCOPE OF WORK**

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE) and Low Income Home Energy Assistance Program (LIHEAP) funds. Funding will allow Gila County, Office of Community Services (**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:
  - 1) DOE funds: 200% or below of Federal Poverty Guidelines as published annually or WPN 23-3 HUD means tested 80% or below of Area Median Income; and
  - 2) LIHEAP funds: 200% or below of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
  - 1) Elderly, at or above the age of sixty (60) years;
  - 2) Persons with Disabilities; and
  - 3) Families with children at or below the age of five (5) years.
- C. DOE WAP funds require adherence to the following provisions as revised:
  - 1) 10 CFR Part 440 as revised;
  - 2) The Arizona Weatherization Assistance Program State Plan (State Plan);
  - 3) Health and Safety Plan (HSD Plan);
  - 4) The Arizona Weatherization Policies and Procedures Handbook;
  - 5) Arizona Weatherization Assistance Program Field Guide;
  - 6) Standard Work Specifications; and
  - 7) DOE WPN 22-4 Quality Work Plan.”
    - a. All energy audits performed will meet or exceed the requirements set forth in WPN 19-4;
    - b. The ADOH Receipt of Field Guide Verification form must be completed and signed by all appropriate representatives on an annual basis.
  - 8) Gila County must ensure all items 1) through 7) are included in contracts with their contractors/vendors.
- D. LIHEAP WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and WAP Memorandum 22-4 Quality Work Plan. Units that do not receive DOE funds will not be required to pass a QCI inspection.
- E. Weatherization Readiness Funds WPN 22-6 (WRF) measures and administration expenditures will be tracked separately from other DOE funding and will not be subject to the DOE Average Cost Per Unit (ACPU) or Health and Safety caps. A waiver must be submitted to ADOH and approved prior to project commencement. Allowable measures include but are not limited to the following:
  - 1) Roof repair;
  - 2) Wall repair (interior or exterior);
  - 3) Ceiling repair;
  - 4) Floor repair;
  - 5) Foundation or subspace repair;
  - 6) Exterior drainage repairs (e.g. landscaping or gutters);
  - 7) Plumbing repairs;
  - 8) Electrical repair; and
  - 9) Clean-up or remediation beyond typical scope of WAP preventing WAP work.
- F. Maximum investment per unit is as follows:
  - 1) DOE: ACPU investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$8,250;

**Funding Agreement with  
State of Arizona, Department of Housing**

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- 2) DOE WRF: maximum per unit investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$10,000; and
  - 3) LIHEAP: Average per unit investment over Program Year 2023 (July 1, 2023 to June 30, 2024) is \$20,000. (Unit production was calculated using FFY22 average expenditure for WAP Network with a 5% increase or \$13,611)
- G. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- H. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
- 1) DOE: eleven (11) completed units passing Quality Control Inspection and ADOH WAP monitoring; and
  - 2) LIHEAP: five (5) completed units passing final inspection and ADOH WAP monitoring.
- I. Gila County must submit the LIHEAP Data Collection Report on the form provide by AzDES by the 15<sup>th</sup> of each month for the previous month's activity.
- J. Gila County must submit copies of all completed Sub-grantee Oversight of Contractors Forms quarterly per ADOH WAP Technical Bulletin 21.3.
- K. Gila County shall make timely payments to vendors per the AZ WAP Policies and Procedures Handbook Section 3.5 Vendor Payments.





Arizona  
Department  
of Housing

WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION										Page 1 of 1
Recipient	Gila County	Contract Period: from 7/1/2023 to 6/30/2024		Date						
Contract No	203-24	Weatherization Assistance Program		Revision #						
Activity	Office of Community Services - 5515 S. Apache Ave., Suite 200		City		Globe					
Contact Person	Estelle Belarde	Zip Code		85501						
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov		Fax	928-402-8652				
Program Specialist	Gloria Castro	Email	gloria.castro@azhousing.gov		County	Gila				
Indicate adherence to contract or schedule changes. Due by the 15th of each month for the previous month's activities.										
Contract Schedule		Contract Date		Complete Yes/No		Modification Date				
Contract Execution		7/1/2023								
Completion of 2 DOE and 1 LIHEAP Units		9/30/2023								
Completion of 5 DOE and 2 LIHEAP Units (all numbers cumulative)		12/30/2023								
Completion of 8 DOE and 3 LIHEAP Units (all numbers cumulative)		3/31/2024								
Completion of 11 DOE and 5 LIHEAP Units (all numbers cumulative)		6/30/2024								
Project Complete-Contract Close Out		7/31/2024								
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.										
A. # of DOE units 100% complete & QCI Passed?		E. # of LIHEAP units 100% complete?								
B. # of DOE units complete but need QCI?		F. # of LIHEAP units under construction?								
C. # of DOE units under construction?		G. # of LIHEAP units out to bid?								
D. # of DOE units out to bid?										
Recipient Authorized Signature		Date		Title						





WEATHERIZATION

Attachment C

Budget							
Recipient	Gila County				Date		
Contract No./File No.	203-24		Contract Period: from 7/1/2023 to 6/30/2024		Revision No.		
Activity	Weatherization Assistance Program						
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200				City		Globe
Contact Person	Estelle Belarde				Zip Code		85501
Phone	928-402-8685		Email <a href="mailto:ebelarde@gilacountyaz.gov">ebelarde@gilacountyaz.gov</a>		Fax		928-402-8652
Program Specialist	Gloria Castro		Email <a href="mailto:gloria.castro@azhousing.gov">gloria.castro@azhousing.gov</a>		County		Gila
a		c	d	e	f	g	h
Budget Line Item or Activity No.		DOE FFY2023	DOE WRF FFY2023	LIHEAP FFY2023	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs	\$	6,683.00					
Training & Technical Assistance	\$	16,823.00					
Program Operations	\$	89,556.00					
Health and Safety	\$	8,600.00					
Financial Audit	\$	-					
Liability Insurance	\$	-					
WAP WRF Administration			\$ 3,058.00				
WAP WRF Program Operations			\$ 17,331.00				
LIHEAP Administration				\$ 2,775.00			
LIHEAP Training/TA				\$ 793.00			
LIHEAP Program Operations				\$ 72,863.00			
Total		\$121,662.00	\$20,389.00	\$76,431.00			\$218,482.00





## Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

[illegible]

Date \_\_\_\_\_

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
Performance Reports	Current	Not Current

For ADOH Use  
Only

ADOH Program Specialist Approval

Date:

ADOH Program Administrator Approval

REV. 1-2014



## Special Terms and Conditions

The Grantee ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives stated in this Award.

This Award consists of the following documents including all terms and conditions therein:

	Assistance Agreement Form
	Special Terms and Conditions
Attachment 1	Intellectual Property Provisions
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Annual File
Attachment 5	Master File
Attachment 5a	Health and Safety Plan
Attachment 6	NEPA Determination

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient's application/proposal as approved by EERE.
- Applicable program regulations at <http://www.eCFR.gov>, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons.

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## **Subpart A. General Provisions**

### **Term 1. Legal Authority and Effect**

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

### **Term 2. Flow Down Requirement**

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

### **Term 3. Compliance with Federal, State, and Municipal Law**

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

### **Term 4. Inconsistency with Federal Law**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

### **Term 5. Federal Stewardship**

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

### **Term 6. Federal Involvement**

#### **A. Review Meetings**

The Recipient, including but not limited to, the principal investigator (or, if

applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's program progress compared to the Annual Plan stated in Attachment 4 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

**B. Project Meetings**

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

**C. Site Visits**

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**D. EERE Access**

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.



## **Term 7. NEPA Requirements**

### **A. Authorization**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds.

For Recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), EERE has determined that the "Allowable" listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the Recipient demonstrates the activities are compliant with the restrictions of the "Allowable Activities. The Recipient is thereby authorized to use Federal funds for the "Allowable Activities" listed in the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2022) and WAP Community Scale Pilot Projects, as applicable, NEPA Determination, subject to the Recipient's compliance with paragraphs B. "Conditions" and C. "Activities Not Listed As Allowable Activities," and the restrictions listed in Attachment 6.

### **B. Conditions**

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document and WAP Community Scale Pilot Projects, as applicable.
2. Activities not listed under "Allowable Activities" including ground disturbing activities and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
4. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
5. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website:



<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

6. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
7. Recipients are responsible for completing the online NEPA and Historic preservation training at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816) and contacting NEPA with any questions at [GONEPA@ee.doe.gov](mailto:GONEPA@ee.doe.gov).
8. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

**C. Activities Not Listed As "Allowable Activities"**

If the Recipient seeks to fund activities that do not qualify as "Allowable Activities" as defined in Attachment 6, those activities are subject to additional NEPA review which requires submission of an environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and those activities are not authorized for Federal funding unless and until the DOE Contracting Officer provides written authorization for those activities. Should the Recipient elect to undertake activities prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

**Term 8. Historic Preservation**

**A. Authorization**

DOE must comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

**B. Conditions**

**Recipients with a DOE executed PA for Historic Preservation**

(AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, ND, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, PR, SC, SD, TN, TX, UT, VI, VT, VA, WA, WI, WV, WY)

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website:

<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

In addition to the Stipulations in their PAs, Recipients must notify EERE via [GONEPA@ee.doe.gov](mailto:GONEPA@ee.doe.gov) whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by EERE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or

There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

## **Term 9. Performance of Work in United States**

### **A. Requirement**

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

### **B. Failure to Comply**

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

### **C. Waiver for Work Outside the U.S.**

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.



For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

#### **Term 10. Foreign National Access**

The Recipient may be required to provide information to DOE in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the Recipient (including any of its subrecipients, contractors or vendors) anticipates involving foreign nationals in the performance of its award, the Recipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded.

#### **Term 11. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

#### **Term 12. Reporting Requirements**

##### **A. Requirements**

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

##### **B. Dissemination of Scientific and Technical Information**

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](#) website.

##### **C. Restrictions**

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or

other information not subject to release.

### **Term 13. Lobbying**

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

### **Term 14. Publications**

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-\_\_\_\_\_."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

*Abridged Legal Disclaimer:* "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

### **Term 15. No-Cost Extension**

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.



Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

**Term 16. Property Standards**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

**Term 17. Insurance Coverage**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

**Term 18. Real Property**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

**Term 19. Equipment**

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be

supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

#### **Term 20. Supplies**

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

#### **Term 21. Property Trust Relationship**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

#### **Term 22. Record Retention**

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

#### **Term 23. Audits**

##### **A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.



Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

**B. Annual Independent Audits (Single Audit or Compliance Audit)**

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

## **Subpart B. Financial Provisions**

**Term 24. Maximum Obligation**

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

**Term 25. Continuation Application and Funding**

**A. Continuation Application**

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

**B. Continuation Funding**

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) the Recipient's submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer.

**Term 26. Refund Obligation**

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

**Term 27. Allowable Costs**

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

**Term 28. Indirect Costs**

**A. Indirect Cost Allocation:**

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.



**B. Fringe Cost Allocation:**

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

**C. Subrecipient Indirect Costs:**

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

**D. Indirect Cost Stipulations:**

**i. Modification to Indirect Cost Billing Rates**

EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

**ii. Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

**Term 29. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

### **Term 30. Pre-Award Costs**

As stated in the Contracting Officer's Pre-Award Costs Letter dated February 7, 2022, the Recipient is authorized to request reimbursement for costs incurred on or after January 1, 2022 if: (1) such costs are allowable in accordance with 2 CFR part 200 as amended by 2 CFR part 910, (2) such costs are not otherwise restricted by Term titled "National Environmental Policy Act (NEPA) Requirements," and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer override these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

### **Term 31. Use of Program Income**

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

### **Term 32. Payment Procedures**

#### **A. Method of Payment**

Payment will be made by advances through the Department of Treasury's ASAP system.

#### **B. Requesting Advances**

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

#### **C. Adjusting Payment Requests for Available Cash**

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

#### **D. Payments**

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.



**E. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

**Term 33. Budget Changes**

**A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

**B. Transfers of Funds Among Direct Cost Categories.**

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the respective year's WAP Grant Guidance and in the regulations still apply.

**C. Transfer of Funds Between Direct and Indirect Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in

Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

#### **Term 34. Carryover of Unobligated Balances**

The recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

### **Subpart C. Miscellaneous Provisions**

#### **Term 35. Reporting Subawards and Executive Compensation**

##### **A. Reporting of first-tier subawards**

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
  1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrc.gov>.
  2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrc.gov> specify.



## **B. Reporting Total Compensation of Recipient Executives**

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
  1. The total Federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  2. In the preceding fiscal year, the Recipient received;
    - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)
  3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
  1. As part of the Recipient's registration profile at <https://www.sam.gov>.
  2. By the end of the month following the month in which this award is made, and annually thereafter.

## **C. Reporting of Total Compensation of Subrecipient Executives**

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

1. In the subrecipient's preceding fiscal year, the subrecipient received:
    - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
1. To the recipient.
  2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

**D. Exemptions**

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

**E. Definitions**

For purposes of this Award term:

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- i. Entity means all of the following, as defined in 2 CFR Part 25:
    - 1. A Governmental organization, which is a State, local government, or Indian tribe.
    - 2. A foreign public entity.
    - 3. A domestic or foreign nonprofit organization.
    - 4. A domestic or foreign for-profit organization.
    - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  - ii. Executive means officers, managing partners, or any other employees in management positions.
  - iii. Subaward:
    - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
    - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
    - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
  - iv. Subrecipient means an entity that:
    - 1. Receives a subaward from the Recipient under this award; and
    - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
  - v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - 1. Salary and bonus.
    - 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes



with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### **Term 36. System for Award Management and Universal Identifier Requirements**

#### **A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

#### **B. Unique Entity Identifier (UEI)**

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

**C. Definitions**

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
  1. A Governmental organization, which is a State, local government, or Indian Tribe.
  2. A foreign public entity.
  3. A domestic or foreign nonprofit organization.
  4. A domestic or foreign for-profit organization.
  5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
  1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
  2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
  3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
  1. Receives a subaward from the Recipient under this Award; and
  2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.



### Term 37. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
  - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
  - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

### Term 38. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient’s Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior

to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

### **Term 39. Minimum Privacy Protections Regarding Applicant Information**

- A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization

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<sup>1</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.



Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
  - i. whether a significant privacy interest would be invaded;
  - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
  - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

#### **Term 40. Conference Spending**

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

#### **Term 41. Recipient Integrity and Performance Matters**

##### **A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  4. Any other criminal, civil, or administrative proceeding if:
    - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you



already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### **D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### **E. Definitions**

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
  1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### **Term 42. Export Control**

The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” To ensure compliance with Export Controls, it is the Recipient’s responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Certain information, technology or material under an award may be considered export-controlled items that cannot be released to any foreign entity (organization, company, or



person) without a license. All recipients, including subrecipients, must take the appropriate steps to obtain any required licenses, monitor and control access to restricted information and material, and safeguard all controlled items to ensure compliance with Export Controls. Under no circumstances may any foreign entity (organizations, companies, or persons) receive access to an export-controlled item unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

The Recipient shall immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

**Term 43. Financial Conflict of Interest**

The Recipient must have a written and enforced administrative process to identify and manage Financial Conflicts of Interest (FCOI) with respect to all projects for which DOE funding is sought or received. When requested, the Recipient must promptly make information available to the DOE Contracting Officer relating to any disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of an FCOI.

The Recipient is responsible for ensuring subrecipient compliance with this term and reporting identified financial conflicts of interests for the subrecipient to the DOE Contracting Officer. The Recipient must incorporate as part of a written agreement with a subrecipient terms that establish whether the Financial Conflict of Interest policy of the Recipient Institution or that of the subrecipient will apply to subrecipient.

**Term 44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.116, recipients and subrecipients are prohibited from obligating or expending project funds (federal funds and recipient cost share) to:

- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

#### **Term 45. Fraud, Waste and Abuse**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

#### **Term 46. Buy American Requirements for Infrastructure Projects**

##### **A. Definitions**

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;



- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the “infrastructure” in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered “infrastructure” for purposes of this requirement. In cases where the “public” nature of the infrastructure is unclear, the recipient is required to consult with the DOE Grants Officer who will render a determination.

**Project** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Construction Materials** includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

**Domestic content procurement preference** means and refers to the same thing as “Buy America Preference.”

*B. Buy America Preference*

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

### C. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference requirements. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the Office of Management and Budget.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;



- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement—based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. The Agency's final determination regarding approval or rejection of the waiver request may not be appealed.

AMENDMENT TO PROGRAMMATIC AGREEMENT  
AMONG  
THE UNITED STATES DEPARTMENT OF ENERGY, THE ARIZONA DEPARTMENT OF  
COMMERCE ENERGY OFFICE AND  
THE ARIZONA STATE HISTORIC PRESERVATION OFFICE  
REGARDING THE USE OF AN INTERAGENCY STATE AGREEMENT  
FOR SECTION 106 REVIEW OF EECBG, SEP AND WAP UNDERTAKINGS

WHEREAS, on June 28, 2010, The United States Department of Energy (DOE), The Arizona Department of Commerce Energy Office, and The Arizona State Historic Preservation Office entered into a Programmatic Agreement (Agreement) to fulfill the requirements of Section 106 of the National Historic Preservation Act for certain DOE-funded Undertakings in Arizona.

WHEREAS, in 2010, as the result of unprecedented funding levels resulting from the implementation of the American Recovery and Reinvestment Act (Recovery Act), DOE, the Advisory Council on Historic Preservation (ACHP), and the National Conference of State Historic Preservation Officers (NCSHPO) developed a first-of-its-kind Prototype Programmatic Agreement (Prototype PA) for National Historic Preservation Act Section 106 reviews;

WHEREAS, the intent of the Prototype PA was to provide DOE, recipients of financial assistance under DOE's Weatherization Assistance Program (WAP), State Energy Program (SEP), and Energy Efficiency Conservation Block Grant (EECBG) program, as applicable, and State Historic Preservation Offices (SHPOs) with a tailored method for complying with Section 106 of the National Historic Preservation Act. DOE, recipients, and SHPOs negotiated and executed subsequent programmatic agreements (subsequent PAs; i.e. this Agreement) in accordance with the Prototype PA;

WHEREAS, the Prototype PA originally provided that each subsequent PA would be valid for three years from the date of execution. As the result of ACHP's Program Comment dated March 11, 2013, however, all subsequent PAs, including this Agreement, were extended through December 31, 2020. (78 FR 16275, 16277);

WHEREAS, the Arizona Department of Housing administers the Weatherization Assistance Program and the Arizona Department of Administration - General Services Division administers the State Energy Program.

WHEREAS, ACHP, NCSHPO, and DOE recognize the Prototype PA and subsequent PAs continue to provide great value to DOE, recipients, and SHPOs, notwithstanding expiration of most Recovery Act funding, this amendment extends the use of the Agreement for an additional 10 years; and

WHEREAS, DOE will send a copy of this executed amendment to the ACHP;

NOW, THEREFORE, the signatories of this Amendment agree as follows:

1. Change all references to 'Department of Commerce Energy Office' to 'Arizona Department of Housing and Arizona Department of Administration - General Services Division'.
2. Amend Stipulation 7 of the Agreement so it reads as follows:

This Programmatic Agreement will be valid until December 31, 2030, as verified with DOE filing the PA with the ACHP.



**ARF-8671**

**Regular Agenda Item 2. H.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Josh Beck, Director

Submitted By: Kayle Lathrop, Health Equity Manager

Department: Health & Emergency Management Division: Prevention Services

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Information

Request/Subject

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. CTR055258) with the Arizona Department of Health Services (ADHS) for the revision of the price sheet for the Public Health Improvement (PHI) Program portion of the contract, the total amount of this price sheet is \$48,652.

Background Information

The initial Intergovernmental Agreement (Contract No. IGA2020-040) was approved by the Board of Supervisors on September 15, 2020, whereby the ADHS provided \$102,673 to the Gila County Health and Emergency Management Department (now the Gila County Public Health and Community Services Department) to provide Title V Maternal and Child Health, Healthy Arizona Families Program services for the period of July 1, 2020, to June 30, 2025.

Amendment No. 1 changed the contract number from IGA2020-040 to CTR55258 and revised the price sheet which extended the contract for the period of July 1, 2021, to June 30, 2022, for the amount of \$102,673.

Amendment No. 2 added the Public Health Improvement (PHI) Program to this Intergovernmental Agreement (IGA) as of July 1, 2022. Under the PHI Program, the Gila County Public Health and Community Services implemented evidence-based/evidence-informed strategies at the local community level that: Promoted and implemented healthy community interventions that targeted policies, systems, and environmental approaches that will shape the communities in which we live, learn, work, and play; and promoted and implemented healthy people interventions that targeted individual behavior and supported making healthy choices.

Amendment No. 3 integrated family/young adult advisors to create opportunities for the voices, wisdom, and experiences of individuals, families, and communities, who receive Title V services, to be included in the process and financially compensated for their time effort dedicated to shaping grant funded activities. The contributions of family and young adult advisors impact the design, delivery, and evaluation of programs and policies impacting systems of care in Arizona. The price sheet is extended to June 30, 2024.

Amendment No 4. updates the price sheet for the Public Health Improvement (PHI)

portion of the IGA. The total amount of this price sheet is \$48,652

#### Evaluation

This funding will continue the County's public partnerships between the ADHS and the Gila County Public Health and Community Services Department by providing Title V MCH Block Grant funding to support the implementation of health priorities identified through Arizona's Statewide Needs Assessment and MCH (Maternal and Child Health statewide needs assessment.

#### Conclusion

Approval of Amendment No. 4 to Contract No. CTR055258 revises the price sheet for the Public Health Improvement (PHI) portion of the contract.

#### Recommendation

The Public Health and Community Services Department Director recommends that the Board of Supervisors approve Amendment No. 4 to Contract No. CTR055258 to revise the price sheet for the Public Health Improvement (PHI) portion of the contract.

#### Suggested Motion

Information/Discussion/Action to approve Amendment No. 4 to an Intergovernmental Agreement (Contract No. CTR055258) with the Arizona Department of Health Services for the funding of Title V Maternal and Child Health Healthy Arizona Families Initiative to revise the price sheet for the Public Health Improvement (PHI) portion of the contract to \$48,652. **(Joshua Beck)**

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#### Attachments

Amendment No. 4 to Intergovernmental Agreement No. CTR055258 A4


Amendment No. 3 to Intergovernmental Agreement (Contract No. CTR055258)

Amendment No. 2 to Intergovernmental Agreement (Contract No. CTR055258)


Amendment No. 1 to Intergovernmental Agreement (Contract No. CTR055258)

Intergovernmental Agreement (Contract No. IGA2020-040)

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	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	<b>CONTRACT NO.: CTR055258</b>	<b>IGA AMENDMENT NO: 4</b>	<b>PROCUREMENT OFFICER Ryan Garcia</b>

<b>Title V Maternal and Child Health Healthy Arizona Families</b>			
It is mutually agreed that the Intergovernmental Agreement (IGA) referenced in this Amendment Four (4) is amended as follows:			
1. Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchase Orders and Change Orders, the Agreement is amended as follows:			
1.1. The Price Sheet is revised and replaced.			
<b>ALL CHANGES ARE IDENTIFIED BELOW IN RED</b>			
<b>ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED</b>			
<b>Gila County</b>			
Contractor Name:		Authorized Signature	
<b>1400 East Ash Street</b>			
Address:		Print Name	
<b>Globe</b>	<b>Arizona</b>	<b>85501</b>	
City	State	Zip	Title
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
		State of Arizona	
Signature	Date	Signed this · day of · 2024.	
Print Name	Procurement Officer		
Contract No.: <b>CTR055258</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature	Date		
Assistant Attorney General			
Print Name			

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	<b>CONTRACT NO.: CTR055258</b>	<b>IGA AMENDMENT NO: 4</b>	<b>PROCUREMENT OFFICER</b> <b>Ryan Garcia</b>

**PRICE SHEET**

**Program: Public Health Improvement (PHI) Program**  
Federal Funding: Preventive Health and Health Services Block Grant

<b>ACCOUNT CLASSIFICATION</b>	<b>AMOUNT</b>
Personnel	\$0.00
ERE	\$0.00
Professional & Outside Services	\$43,000.00
Travel	\$0.00
Occupancy	\$0.00
Other Operating	\$1,229.00
Capital Outlay	\$0.00
Indirect (if authorized)	\$4,423.00
<b>TOTAL</b>	<b>\$48,652.00</b>

The County is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items. Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055258	IGA Amendment No: 3	Procurement Officer <b>Lucas Terry</b>

<b>Title V Maternal and Child Health Healthy Arizona Families</b>			
<p>1. Effective upon signature by all parties and pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchases Orders and Change Orders, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows under this Amendment Three (3):</p> <p>1.1 The Terms and Conditions are revised and replaced;</p> <p>1.2 The Scope of Work is revised and replaced; and</p> <p>1.3 The Price Sheet is revised and replaced.</p> <p style="text-align: center;"><b>ALL CHANGES ARE REFLECTED IN RED.</b></p>			
<b>All Other Provisions of This Agreement Remain Unchanged.</b>			
<b>Gila County Health Department: ATTN Josh Beck</b>			
Contractor Name:		Authorized Signature	
1400 East Ash Street		Woody Cline	
Address:		Print Name	
Globe	AZ	85501	Chairman, Board of Supervisors
City	State	Zip	Title
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
		State of Arizona	
Signature	Date	Signed this _____ day of 2023.	
Gila County Attorney's Office			
Print Name		Procurement Officer	
Contract No.: CTR055256, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature	Date		
Assistant Attorney General			
Print Name			

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR055258</p>	<p>IGA Amendment No: 3</p>	<p>Procurement Officer <b>Lucas Terry</b></p>

### TERMS AND CONDITIONS

**1. Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Family Advisor" means a Family Member, parent, grandparent, foster parent, aunt, uncle, adult sibling, adult cousin, or other adult, who is considered family by a child who has first-hand, lived experience with systems of care, for the purpose of having direct and meaningful input into the systems, policies, programs, and/or practices that impact care, health, well-being, and the lives of children, youth, and families, who are recruited, trained, and managed through the Engaging Families and Young Adults Program (EFYAP).
- 1.11 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.12 "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.
- 1.13 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.14 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.15 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.16 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.



	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055258	IGA Amendment No: 3	Procurement Officer <b>Lucas Terry</b>

1.17 “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.18 “State” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.

1.19 “Young Adult Advisor” means individuals ages eighteen through twenty-six (18-26), including those who have disabilities, ongoing healthcare considerations, and a variety of diversities, who are recruited, trained, and managed through the Engaging Families and Young Adults Program (EFYAP).

## 2. Contract Type.

This Contract shall be:

    X     Cost Reimbursement

## 3. Contract Interpretation.

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7. No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

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#### 4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2023-09, 2023-01, 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

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4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10. Property of the State.

4.10.1. *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own

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choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

4.13. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

## 5. Costs and Payments

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

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5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

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

5.4. Applicable Taxes.

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

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

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- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

## 6. Contract Changes

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
  - 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable



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diligence.

7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

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

**8. Description of Materials** The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

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8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 9. State's Contractual Remedies

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

9.2. Stop Work Order.

9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

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## 10. Contract Termination

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to

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the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

#### **11. Arbitration**

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of 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. Communication**

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

#### **13. Client Grievances**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

#### **14. Sovereign Immunity**

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

#### **15. Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either

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extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

#### **16. Survival of Terms After Termination or Cancellation of Contract**

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

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

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

#### **18. Comments Welcome**

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

#### **19. Unique Entity Identifier (UEI) Requirement**

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov .

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

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-

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252), found at <https://www.fsr.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15<sup>th</sup> of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

## **21. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

21.1. Recipients and sub-recipients are prohibited from obligating or expanding loan or grant funds to:

21.1.1. Procure or obtain;

21.1.2. Extend or renew a contract to procure or obtain; or

21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **22. Technology Replacement**

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

## **23. Authorization for Provision of Services**

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.



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**Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT.**

**24. CIVIL RIGHTS ASSURANCE STATEMENT.**

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

**25. AMERICANS WITH DISABILITIES ACT OF 1990.**

25.1. The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

25.2. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

**26. FEDERAL FUNDING.** Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.

26.1. For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.

26.2. Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.

26.3. Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.

26.4. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated

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using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

- 26.5. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 26.6. The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 26.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 26.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 26.9. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 26.10. Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 26.11. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 26.12. Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 26.13. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 26.14. Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 26.15. Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached **Link**: <https://harvester.census.gov/facweb/default.aspx/>
- 26.16. Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of

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monies provided under an award, and civil and/or criminal penalties.

- 26.17. Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

**Link: System for Award Management** <https://www.sam.gov/portal/public/SAM/>.

- 26.18. Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid Unique Entity Identifier (UEI) profile and active registration with the System for Award Management (SAM) database.
- 26.19. Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- 26.20. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 26.21. Grantee certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

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## SCOPE OF WORK

### 1. BACKGROUND:

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." The ADHS conducts a five (5) year statewide needs assessment, the Arizona State Health Assessment (SHA), to examine key health indicators and provide a comprehensive overview of the health of Arizonans. Annual updates to the SHA are also published. ADHS published the 2019 Arizona State Health Assessment, which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. Findings from the SHA inform the priorities outlined in the 2021-2025 Arizona Health Improvement Plan (AzHIP) and guide programming within ADHS, including that under the Title V Maternal and Child Health Services Block Grant (hereafter Title V MCH Block Grant) and the Preventive Health and Health Services Block Grant. The AzHIP creates a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies. **The Title V MCH Block Grant places a high emphasis on engaging with family, young adults, and communities in MCH programs funded by Title V Funds. This includes building capacity between counties and the local community to partner in decision-making regarding Title V Programs to help achieve the identified MCH priorities.**
- 1.2. The mission of the Bureau of Women's and Children's Health (BWCH) is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." The BWCH administers the federally funded Title V MCH Block Grant and Preventive Health and Health Services Block Grant, in addition to other federally funded, private, and state supported programs;
- 1.3. This IGA was initiated in July 2020 and originally only included strategies and activities funded through the Title V MCH Block Grant. In July 2022, strategies and activities funded through the Preventive Health and Health Services Block Grant were added to the IGA.

#### MCH Healthy Arizona Families Program:

- 1.4. The MCH Health Arizona Families Program is funded through the Title V MCH Block Grant.
- 1.5. BWCH is responsible for the implementation of the Health Resources and Services Administration (HRSA) funded Title V MCH Block Grant. Established in 1935, in Title V of the Social Security Act, the goal of the Title V MCH Block grant is to improve the health and well-being of America's mothers, children and families including children with special health care needs by supporting and promoting the development and coordination of systems of care for the MCH population, which are family-centered, community based and culturally appropriate. The Title V MCH Block Grant has five (5) population domains which include: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children with Special Health Care Needs, Adolescent Health. The sixth (6<sup>th</sup>) domain addresses Cross Cutting and Systems Building;
- 1.6. The Title V MCH Block Grant also requires that a five (5) year statewide needs assessment be conducted and submitted as one (1) of the grant deliverables. The purpose of the Title V MCH statewide needs assessment is to identify the priority health needs and issues of Arizona's maternal and child health populations through a collaborative and systematic data collection and analytic process with stakeholder input. This needs assessment process is guided by eight (8) overarching principles and values that include:
  - 1.6.1. Listen to those who are not traditionally involved,
  - 1.6.2. Learn from community members as well as the MCH Community,
  - 1.6.3. Honor and respect the work that others in the community and state have completed to assess the wellbeing of Arizona residents,

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1.6.4. Assess health disparities across communities including racial, socioeconomic and access,

1.6.5. Use a life course development approach and address social determinants of health as a framework for planning,

1.6.6. Recognize that social, political and economic policies and conditions impact health outcomes,

1.6.7. Value the community as a core partner in public health and work to assure the equity in health, and

1.6.8. Plan, develop and evaluate programs and systems of care which are comprehensive, community-based, culturally competent, coordinated and effective.

1.7. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-year Needs Assessment (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#title-v>)

1.8. Key populations of interest for the MCH Healthy Arizona Families Program are: infants; children and adolescents (inclusive of children and youth with special health care needs); and women of reproductive age.

1.9. The purpose of integrating family/young adult advisors is to create opportunities for the voices, wisdom, and experiences of individuals, families, and communities, who receive Title V services, to be included in the process and financially compensated for their time effort dedicated to shaping grant funded activities. The contributions of family and young adult advisors impact the design, delivery, and evaluation of programs and policies impacting systems of care in Arizona.

#### Public Health Improvement Program:

1.10. The Public Health Improvement (PHI) Program is funded through the Preventive Health and Health Services Block Grant.

1.11. BWCH is responsible for the implementation of the Centers for Disease Control and Prevention (CDC) funded Preventive Health and Health Services Block Grant. The Preventive Health and Health Services Block Grant Program was established in 1981 through the consolidation of several previously categorical health and social service grants (e.g., emergency medical services, hypertension, home health services, health education and risk reduction, urban rodent control, and community water fluoridation). The Preventive Health and Health Services Block Grant Program provides federal funding for 61 recipients: all 50 states, the District of Columbia, 2 American Indian tribes, 5 US territories, and 3 freely associated states and is administered by CDC's Center for State, Tribal, Local, and Territorial Support.

1.12. The Preventive Health and Health Services Block Grant gives recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and tribal public health agencies and organizations. Recipients set their own goals and program objectives and implement local strategies to address their prioritized public health needs related to Healthy People 2030 objectives.

1.13. The Preventive Health and Health Services Block Grant Measurement Framework allows for standardized data collection and aggregation of the outputs, outcomes, and achievements of health departments using grant funds. The framework consists of four key measures:

1.13.1. Improvement in the capacity of information systems to collect data of public health importance;

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1.13.2.Improvement in the efficiency or effectiveness of operations, programs, or services;

1.13.3. Emerging public health needs addressed;

1.13.4.Evidence-based public health interventions implemented.

1.14. Key populations of interest for the PHI Program are: all Arizonans.

## 2. PURPOSE:

The purpose of this IGA is to leverage partnerships between ADHS and Local County Health Departments by providing Title V MCH Block Grant and Preventive Health and Health Services Block Grant funding to support the implementation of high impact strategies that address the health priorities identified in the AzHIP, county health improvement plans (CHIPs) and 2020 Title V MCH Needs Assessment. This IGA is intended to provide flexibility to the Local County Health Department to meet the needs of local communities.

## 3. OBJECTIVES:

MCH Healthy Arizona Families Program:

3.1. Counties will implement evidence-based/evidence-informed strategies at the local community level that:

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

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

3.1.3. **Integrate family, young adult, community engagement in any of the county selected Title V funded MCH Block Grant activities in conjunction with the ADHS Engaging Families and Young Adult Program.**

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

PHI Program:

3.2. Counties will implement evidence-based/evidence-informed strategies at the local community level that:

3.2.1. Promote and implement healthy community interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play; and

3.2.2. Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

## 4. SCOPE OF WORK:

MCH Healthy Arizona Families Program:

4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.



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4.1.1. Population domains include:

- 4.1.1.1. Women/Maternal Health – women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;
- 4.1.1.2. Perinatal/Infant Health – infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after,
- 4.1.1.3. Child Health – children one (1) to ten (10) years of age,
- 4.1.1.4. Adolescent Health – young people ages ten (10) to nineteen (19) years of age,
- 4.1.1.5. Children/Youth with Special Health Care Needs – children/youth with a diverse range of needs ranging from behavioral and emotional conditions to chronic conditions, to more medically complex health issues,
- 4.1.1.6. Cross-cutting and Systems Building - priority need such as oral health, access to care, injury prevention, etc. that is related to program capacity and/or systems-building as it applies to all/any of the MCH population domains, or Emerging Issues - projects and/or strategies that become prominent and are unique to a particular County, for example, reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.

4.1.2. NPMs selected by the State and identified through the findings of a five (5) year needs assessment include:

- 4.1.2.1. NPM #1 - Well-woman visits - Percent of women, ages 18 through 44, with a preventive medical visit in the past year, and family planning services,
- 4.1.2.2. NPM #4 Breastfeeding – A) Percent of infants who are ever breastfed and B) Percent of infants breastfed exclusively through six (6) months of age,
- 4.1.2.3. NPM #5 - Safe Sleep — A) Percent of infants placed to sleep on their backs B) Percent of infants placed to sleep on a separate approved sleep surface C) Percent of infants placed to sleep without soft objects or loose bedding;
- 4.1.2.4. NPM #6 Developmental Screening - Percent of children, ages nine (9) through thirty-five (35) months, who received a developmental screening using a parent-completed screening tool in the past year,
- 4.1.2.5. NPM #7 Injury Hospitalization — 7.1) Rate of hospitalization for non-fatal injury per 100,000 children, ages zero through nine (0—9) and 7.2) Rate of hospitalization for non-fatal injury per 100,000 adolescents, ages ten through nineteen (10-19)
- 4.1.2.6. NPM #9 Bullying — Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others,
- 4.1.2.7. NPM #10 Adolescent well visits — Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others;
- 4.1.2.8. NPM #12 Transition — Percent of adolescents with and without special health care needs, ages twelve (12) through seventeen (17), who received services necessary to make transitions to adult health care;

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4.1.2.9. NPM #13 Preventive dental visits for pregnant women, children and adolescents — A) Percent of women who had a dental visit during pregnancy; and B) Percent of children, ages one (1) through seventeen (17), who had a preventive dental visit in the past year; and

4.1.2.10. NPM #15 Adequate Insurance — Percent of children, ages zero through seventeen (0-17), who are continuously and adequately insured

4.1.3. If strategies selected by the Counties do not align with the State selected NPMs listed above, BWCH in partnership with Counties will develop State Performance Measures (SPMs) as needed to measure priority needs that have not been addressed through the selected NPMs, and

4.1.4. Counties may elect to provide Family Planning Services which would qualify under NPM #1 and the Women/Maternal Health population domain:

4.1.4.1. Implement a clinic based reproductive health program which enhances maternal and child health,

4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age, and

4.1.4.3. Adhere to the [ADHS Family Planning Policy and Procedure Manual](https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning) (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>).

4.1.5. Contractor will implement family and/or young adult engagement opportunities into any of the selected Title V funded activities. Engagement opportunities can include, but are not limited to: reviewing program materials, serving on committees or advisory councils, focus groups, task forces, listening sessions, or other evidence-based or evidence-informed strategies,

4.1.5.1. Allocate MCH HAF grant funds or identify another funding source to compensate family and young adult advisors for time and effort dedicated to grant related activities (Exhibit 1: See Compensation Chart);

4.1.5.2. Implement a formalized agreement with family and/or young adult advisors to document partnership, hours, and compensation (Exhibit 2: MCHHAF Family & Young Adult Advisor Agreement);

4.1.5.3. Contractor will engage with ADHS' Engaging Families and Young Adults Program (EFYAP) contractor to recruit, train, and/or coordinate placement of advisor/s in the identified county level activity;

4.1.5.3.1. Engaging Families and Young Adults Program: Will train, and coordinate placement of Family and Young Adult Advisors within designated County activities.

4.1.5.4. Utilize the Activity Planner as needed to describe elements to plan and coordinate project details (EXHIBIT 3: Activity Planner); and

4.1.5.5. Contractor will identify a mechanism and follow county procedures to ensure that compensation of the advisor aligns with policies for providing stipends.

4.2. This IGA offers a variety of evidence-based and evidence-based informed strategies designed to promote and positively impact the health status and outcomes of the MCH population in Arizona. Contingent upon

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

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

PHI Program:

- 4.5. Under the PHI Program, the county health departments may use several strategies to support focal initiatives to achieve healthy communities. As health departments often may not have dedicated funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to seek accreditation and re-accreditation, improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues.
- 4.6. The County must select one (1) or more strategies from the strategic areas outlined below:
  - 4.6.1. Strategic Area: Seeking Public Health Accreditation Board (PHAB) Accreditation or Reaccreditation
    - 4.6.1.1. Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation; and
    - 4.6.1.2. Implement activities, training, and tools for the (LHD) to achieve PHAB reaccreditation sustainability;
  - 4.6.2. Strategic Area: Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management
    - 4.6.2.1. Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives;
    - 4.6.2.2. Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions; and
    - 4.6.2.3. Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities;
  - 4.6.3. Strategic Area: Maintain a Competent Workforce
    - 4.6.3.1. Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives;

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4.6.3.2. Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional development; and

4.6.3.3. Conduct activities to support the larger public health workforce of the community;

4.6.4. Strategic Area: Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community

4.6.4.1. Conduct collaborative activities with the community to develop, enhance, and disseminate the community health assessment;

4.6.5. Strategic Area: Develop Policies and Plans

4.6.5.1. Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan,

4.6.5.2. Conduct activities to track and implement goals set in the county health improvement plan,

4.6.5.3. Complete activities to develop, implement, and maintain a strategic plan, and

4.6.5.4. Complete activities to develop, implement, and maintain an all hazards emergency operations plan;

4.6.6. Strategic Area: Health Equity

4.6.6.1. Develop and implement strategies that address health inequity and cultural competence,

4.6.7. Strategic Area: Administrative and Management Capacity

4.6.7.1. Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues,

4.6.8. In addition, with prior approval from ADHS, the County can also use their PHI Program funding to address emerging issues:

4.6.8.1. Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage of funds to be approved by ADHS).

## 5. EVALUATION:

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

5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the 2021-2025 Title V MCH Priorities and Performance Metrics for the MCH Healthy Arizona Families Program and as they align with the 2021-2025 AzHIP priorities and Healthy People 2030 objectives for the PHI Program.

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## 6. APPROVALS:

- 6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;
- 6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;
- 6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;
- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation; and the percentage of funds used to conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues must be approved by ADHS prior to implementation;
- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting;
- 6.8. Request approval in writing to the ADHS Block Grants Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
  - 6.8.1. Requests can be made via email and shall include the following information:
  - 6.8.2. Type of equipment requesting to be purchased,
  - 6.8.3. Cost of equipment, and
  - 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan; and
- 6.9. Request to waive participation in the ADHS Family and Young Adult Engagement program can be submitted to ADHS Block Grants Program Manager for review and approval. The request should include a brief description documenting the need to waive participation and be sent via email to the program manager.

## 7. TASKS:

- 7.1. The Local County Health Department Contractor shall for the overall IGA:
  - 7.1.1. Develop and submit a separate Annual Budget Workbook for each program (Title V and Public Health Improvement), due January 15<sup>th</sup> of each year for the following year's budget period, including the federally approved indirect rate letter,
  - 7.1.2. Develop and implement an Annual Action Plan within the first forty-five (45) days of each budget period (i.e., on or before August 15<sup>th</sup>),

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7.1.3. Implement the selected approved evidence-based and/or evidence-informed strategies outlined in County Action Plans,

7.1.4. **Identify at minimum one (1) advisor to include in one of the Title V funded activities;**

7.1.5. **Submit MCHHAF Family & Young Adult Advisor Agreement to the ADHS Block Grants Program Manager within 180 days of contract execution that outlines the agreement between the program and advisor. The agreement includes the following:**

7.1.5.1. **How they will compensate a Family and/or Young Adult Advisor;**

7.1.5.2. **Promote, strengthen, and enhance Family and Young Adult engagement in systems-level initiative;**

7.1.5.3. **Ensure that the voices of individuals, families, and communities who receive services are included in the creation of the policies and procedures that govern those services;**

7.1.5.4. **Establish protocols around communication and check-in with an assigned direct contact or supervisor, to ensure that Family and Young Adult Advisors know who to connect with about which components of their service, and how to connect with that person, or persons;**

7.1.5.5. **Ensure that Family and Young Adult Advisors have the relevant knowledge and support they need to participate and contribute to their maximum potential, including access to equipment and resources necessary to perform their duties, similar to that which would be assigned to an employee;**

7.1.5.6. **Develop a mechanism for compensating Family and Young Adult Advisors for their time, expertise, and/or other costs they incur;**

7.1.5.7. **Provide mentoring and support to ensure Family and Young Adult Advisors understand their partnership role and are prepared to participate as fully as possible;**

7.1.5.8. **Provide skill-building opportunities for Family and Young Adult Advisors who participate in system-level initiatives;**

7.1.5.9. **Prepare and send information, agendas, and materials in advance of all activities, so all participants know what to expect and have an opportunity to review and prepare; and**

7.1.5.10. **Ensure meeting materials are written in plain language and are culturally and linguistically appropriate for all participants,**

7.1.6. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training, and

7.1.7. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources,

7.2. Complete tagging and inventory of equipment in compliance with the policy in the State of Arizona Accounting Manual, <https://qao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf>;

7.2.1. Submit documents to the ADHS Block Grants Program Manager pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and



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7.2.2. Documents shall include the make, model, serial number, and acquisition date of the asset.

7.3. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual;

7.3.1. <https://gao.az.gov/state-arizona-accounting-manual-saam>

7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;

7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the Request for Purchase of Food form (Attachment F) and submitting to the MCH HAF Program Manager,

7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;

7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and

7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the ADHS Block Grants Program Manager.

7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual, <https://gao.az.gov/state-arizona-accounting-manual-saam> which includes but is not limited to:

7.4.2.1. Food provided must not exceed the allowable ADHS per person per person, per diem meal rates.

7.4.3. Justification for providing food at events requires but is not limited to:

7.4.3.1. How providing food serves a valid public purpose and does not violate the "gift clause",

7.4.3.2. Is an integral part of the function, and

7.4.3.3. Benefits to the community.

7.4.4. A speaker/presentation during the time the meal is provided is required, and

7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: <https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meetina-policy.pdf>.

7.5. Comply with all federal reporting requirements;

7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;

7.7. Counties implementing Family Planning Programs with MCH Healthy Arizona Families Program funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual

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(Available here: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>) and

7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.

7.9. ADHS will provide:

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

## 8. STATE PROVIDED ITEMS:

- 8.1. Attachment A – Maternal and Child Health National Performance Measures Framework;
- 8.2. Attachment B – Evidence-Based and Evidence-Informed Strategies for MCH Domains;
- 8.3. Attachment C – Contractor Expenditure Report (CER);
- 8.4. Attachment D – Financial Supporting Documentation;
- 8.5. Attachment E – Line Item Budget Move Request;
- 8.6. Attachment F – Request for Purchase of Food;
- 8.7. Attachment G – Emerging Issues Approval Process; and
- 8.8. **Exhibit 1: Compensation Chart**

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8.9. **Exhibit 2: MCHHAF Family & Young Adult Advisor Agreement**

8.10. **Exhibit 3: Activity Planner**

8.11. Upon execution of contract:

8.11.1. Action Plan Template,

8.11.2. Quarterly Report Template,

8.11.3. Contractor Expenditure Report (CER) template, and

8.11.4. Budget Workbook Template.

## 9. RESTRICTIONS:

9.1. Funds cannot be used for any of the following:

9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,

9.1.2. Inpatient services,

9.1.3. Cash payments to intended service recipients of health services,

9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment — unless the ADHS has obtained a waiver from the Secretary of DHHS,

9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,

9.1.6. . Providing funds for research or training (or other financial assistance) to any entity other than a public or non-profit private entity, and

9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

## 10. DELIVERABLES:

10.1. Annual Action Plan within the first forty-five (45) days of each budget period;

10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.

10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and

10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.

10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1 : July — September; Q2: October — December; Q3: January — March; and Q4: April — June);

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- 10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;
- 10.5. Annual Budget Workbook due by January 15<sup>th</sup>, for the next year's fiscal period;
- 10.6. MCH Healthy Arizona Families Program ONLY: Family Planning Programs funded through this IGA will submit monthly data into the Title V Family Planning Database as outlined in the policies and procedures manual.
- 10.7. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),
  - 10.7.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and
  - 10.7.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.
- 10.8. Provide the ADHS Block Grants Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:
  - 10.8.1. Name, title, email address and phone numbers,
  - 10.8.2. Staff Resumes, and
  - 10.8.3. Program area assigned.
- 10.9. Submit to the ADHS Block Grants Program Manager all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;
- 10.10. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the ADHS Block Grants Program Manager and an IGA amendment issued by ADHS Procurement; and;
- 10.11. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use;

#### **11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:**

- 11.1. Notices, correspondences, report, supporting documentation, and invoice/CERs from the County contractors to ADHS shall be sent to:

Ashley Neves  
Block Grants Program Manager  
Arizona Department of Health Services  
150 N. 18th Avenue, Ste. 310  
Phoenix, AZ 85007-3242  
Email: ashley.neves@azdhs.gov

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11.2. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Josh Beck  
Gila County Health Department  
1400 E. Ash St.  
Globe, AZ 85501  
Email: [jbeck@gilacountyaz.gov](mailto:jbeck@gilacountyaz.gov)

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**PRICE SHEET**  
**JULY 1, 2023 – JUNE 30, 2024**


**PROGRAM: MCH HEALTHY ARIZONA FAMILIES (MCH HAF)**  
FEDERAL FUNDING: TITLE V MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT

<b>Account Classification</b>	<b>Line-Item Totals</b>
Personnel	<b>\$54,095.00</b>
Employee Related Expenses	<b>\$21,638.00</b>
Professional & Outside Services	<b>\$8,800.00</b>
Travel Expenses	<b>\$4,318.00</b>
Occupancy Expenses	<b>\$0.00</b>
Other Operating Expenses	<b>\$4,488.00</b>
Capital Outlay Expenses	<b>\$0.00</b>
Indirect Cost (if authorized)	<b>\$9,334.00</b>
<b>Total Annual Amount (Not to Exceed)</b>	<b>\$102,673.00</b>

**PROGRAM: PUBLIC HEALTH IMPROVEMENT (PHI)**  
FEDERAL FUNDING: PREVENTIVE HEALTH & HEALTH SERVICES BLOCK GRANT

<b>Account Classification</b>	<b>Line-Item Totals</b>
Personnel	<b>\$0.00</b>
Employee Related Expenses	<b>\$0.00</b>
Professional & Outside Services	<b>\$43,530.00</b>
Travel Expenses	<b>\$0.00</b>
Occupancy Expenses	<b>\$0.00</b>
Other Operating Expenses	<b>\$699.00</b>
Capital Outlay Expenses	<b>\$0.00</b>
Indirect Cost (if authorized)	<b>\$4,423.00</b>
<b>Total Annual Amount (Not to Exceed)</b>	<b>\$48,652.00</b>



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

Transfer exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.



# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007  
Procurement Officer  
Diana Landeros

Contract No.: **CTR055258**

IGA Amendment No: 2

## Title V Maternal and Child Health Healthy Arizona Families

It is mutually agreed upon signature of both parties, that the Agreement referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchase Orders and Change Orders, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:
  - 1.1. The terms and conditions are revised to include additional terms and conditions as a result of the federal funding;
  - 1.2. The Scope of Work is revised and replaced by the Scope of Work of this Amendment two (2);
  - 1.3. The Price Sheet is revised and replaced by the Price Sheet of this Amendment two (2);
  - 1.4. Exhibit A is revised and replaced by the Exhibit A of this Amendment two (2);
  - 1.5. Exhibit B is added to the agreement by this Amendment two (2);
  - 1.6. Exhibit C is added to the agreement by this Amendment two (2); and
  - 1.7. Exhibit D is added to the agreement by this Amendment two (2).

ALL CHANGES ARE IDENTIFIED BELOW IN RED

All other provisions of this agreement remain unchanged

### Gila County Health Services

Contractor Name:

1400 E Ash St

Address:

Globe

Arizona

85501

City

State

Zip

Chairman, Gila County Board of Supervisors

Title and Date

9/6/22

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature

Date

9/6/2022

Signed this 15<sup>th</sup> day of November 2022.

The Gila County Attorney's Office

Print Name

Procurement Officer

Contract No.: **CTR055258**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature


Date

11/7/22

Print Name

Aubrey Jay Corcoran Assistant Attorney General



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007 Procurement Officer <b>Diana Landeros</b></p>
	Contract No.: <b>CTR055258</b>	IGA Amendment No: <b>2</b>	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.





# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007  
Procurement Officer  
Diana Landeros

Contract No.: **CTR055258**

IGA Amendment No: **2**

## 2. Contract Type.

This Contract shall be:

  X   Cost Reimbursement


## 3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1. Terms and Conditions;
  - 3.3.2. Statement or Scope of Work;
  - 3.3.3. Attachments; and
  - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

## 4. Contract Administration and Operation.

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



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer <b>Diana Landeros</b></p>
	Contract No.: <b>CTR055258</b>	IGA Amendment No: <b>2</b>	

- 4.3. **New Budget Term.** If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. **Federal Funding.** Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. **State Funding.** Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. **Property of the State.**
- 4.10.1. **Equipment.** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. **Title and Rights to Materials.** As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results,





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES

150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**


IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

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

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.



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4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

## 5. **Costs and Payments**

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

### 5.2. Recoupment of Contract Payments.

5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

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





# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES

150 18<sup>th</sup> Ave Suite 530  
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Procurement Officer  
**Diana Landeros**

## 5.4. Applicable Taxes.

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

5.4.2. Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.


## 6. Contract Changes

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

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



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## 7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

### 7.3. Force Majeure.

7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. Exclusions. Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. Default. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

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





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES

150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

### 8. **Description of Materials** The following provisions shall apply to Materials only:

8.1. **Liens.** The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. **Inspection/Testing.** Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. **Compliance With Applicable Laws.** The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. **Survival of Rights and Obligations After Contract Expiration and Termination.**

8.5.1. **Contractor's Representations.** All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. **Purchase Orders and Change Orders.** Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.


### 9. **State's Contractual Remedies**

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

9.2. **Stop Work Order.**

9.2.1. **Terms.** The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the



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order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

## 10. Contract Termination

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

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

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

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Procurement Officer  
**Diana Landeros**

10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

## 11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of 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. Communication


12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

## 13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.



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#### 14. Sovereign Immunity

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

#### 15. Administrative Changes

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

#### 16. Survival of Terms After Termination or Cancellation of Contract

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

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

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

#### 18. Comments Welcome

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





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
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### 19. Unique Entity Identifier (UEI) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

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

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15<sup>th</sup> of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

### 21. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

21.1. Recipients and sub-recipients are prohibited from obligating or expanding loan or grant funds to:

21.1.1. Procure or obtain;

21.1.2. Extend or renew a contract to procure or obtain; or

21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).


21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### 22. Technology Replacement

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



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contract terms.

### 23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

### **Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT**

**24. CIVIL RIGHTS ASSURANCE STATEMENT.** The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

### **25. AMERICANS WITH DISABILITIES ACT OF 1990.**

25.1 The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

25.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

**26. FEDERAL FUNDING.** Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.

26.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.

26.2 Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.

26.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.

26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee





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is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

- 26.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 26.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 26.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 26.8 Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 26.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 26.10 Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 26.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 26.12 Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 26.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 26.14 Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 26.15 Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was





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## Amendment

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completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached **Link**: <https://harvester.census.gov/facweb/default.aspx/>

26.16 Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

26.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

**Link: System for Award Management** <https://www.sam.gov/portal/public/SAM/>

26.18 Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid Unique Entity Identifier (UEI) profile and active registration with the System for Award Management (SAM) database.

26.19 Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

26.20 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

26.21 Grantee certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.





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### SCOPE OF WORK


#### 1. BACKGROUND:

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." The ADHS conducts a five (5) year statewide needs assessment, the Arizona State Health Assessment (SHA), to examine key health indicators and provide a comprehensive overview of the health of Arizonans. Annual updates to the SHA are also published. ADHS published the [2019 Arizona State Health Assessment](#), which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. Findings from the SHA inform the priorities outlined in the [2021-2025 Arizona Health Improvement Plan \(AzHIP\)](#) and guide programming within ADHS, including that under the Title V Maternal and Child Health Services Block Grant (hereafter Title V MCH Block Grant) and the Preventive Health and Health Services Block Grant. The AzHIP creates a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies.
- 1.2. The mission of the Bureau of Women's and Children's Health (BWCH) is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." The BWCH administers the federally funded Title V MCH Block Grant and Preventive Health and Health Services Block Grant, in addition to other federally funded, private, and state supported programs;
- 1.3. This IGA was initiated in July 2020 and originally only included strategies and activities funded through the Title V MCH Block Grant. In July 2022, strategies and activities funded through the Preventive Health and Health Services Block Grant were added to the IGA.

#### MCH Healthy Arizona Families Program:

- 1.4. The MCH Healthy Arizona Families Program is funded through the Title V MCH Block Grant.
- 1.5. BWCH is responsible for the implementation of the Health Resources and Services Administration (HRSA) funded Title V MCH Block Grant. Established in 1935, in Title V of the Social Security Act, the goal of the Title V MCH Block grant is to improve the health and well-being of America's mothers, children and families including children with special health care needs by supporting and promoting the development and coordination of systems of care for the MCH population, which are family-centered, community based and culturally appropriate. The Title V MCH Block Grant has five (5) population domains which include: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children with Special Health Care Needs, Adolescent Health. The sixth (6<sup>th</sup>) domain addresses Cross-Cutting and Systems Building;
- 1.6. The Title V MCH Block Grant also requires that a five (5) year statewide needs assessment be conducted and submitted as one (1) of the grant deliverables. The purpose of the Title V MCH statewide needs assessment is to identify the priority health needs and issues of Arizona's maternal and child health populations through a collaborative and systematic data collection and analytic process with stakeholder input. This needs assessment process is guided by eight (8) overarching principles and values that include:
  - 1.6.1. Listen to those who are not traditionally involved,
  - 1.6.2. Learn from community members as well as the MCH Community,
  - 1.6.3. Honor and respect the work that others in the community and state have completed to assess the well-being of Arizona residents,
  - 1.6.4. Assess health disparities across communities including racial, socioeconomic and access,
  - 1.6.5. Use a life course development approach and address social determinants of health as a framework for planning,
  - 1.6.6. Recognize that social, political and economic policies and conditions impact health outcomes,



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- 1.6.7. Value the community as a core partner in public health and work to assure the equity in health, and
- 1.6.8. Plan, develop and evaluate programs and systems of care which are comprehensive, community-based, culturally competent, coordinated and effective.
- 1.7. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#title-v>).
- 1.8. Key populations of interest for the MCH Healthy Arizona Families Program are: infants; children and adolescents (inclusive of children and youth with special health care needs); and women of reproductive age.

#### Public Health Improvement Program:

- 1.9. The Public Health Improvement (PHI) Program is funded through the Preventive Health and Health Services Block Grant.
- 1.10. BWCH is responsible for the implementation of the Centers for Disease Control and Prevention (CDC) funded Preventive Health and Health Services Block Grant. The [Preventive Health and Health Services Block Grant Program](#) was established in 1981 through the consolidation of several previously categorical health and social service grants (e.g., emergency medical services, hypertension, home health services, health education and risk reduction, urban rodent control, and community water fluoridation). The Preventive Health and Health Services Block Grant Program provides federal funding for 61 recipients: all 50 states, the District of Columbia, 2 American Indian tribes, 5 US territories, and 3 freely associated states and is administered by CDC's Center for State, Tribal, Local, and Territorial Support.
- 1.11. The Preventive Health and Health Services Block Grant gives recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and tribal public health agencies and organizations. Recipients set their own goals and program objectives and implement local strategies to address their prioritized public health needs related to [Healthy People 2030](#) objectives.
- 1.12. The [Preventive Health and Health Services Block Grant Measurement Framework](#) allows for standardized data collection and aggregation of the outputs, outcomes, and achievements of health departments using grant funds. The framework consists of four key measures:
- 1.12.1. Improvement in the capacity of information systems to collect data of public health importance;
  - 1.12.2. Improvement in the efficiency or effectiveness of operations, programs, or services;
  - 1.12.3. Emerging public health needs addressed;
  - 1.12.4. Evidence-based public health interventions implemented.
- 1.13. Key populations of interest for the PHI Program are: all Arizonans.

## 2. PURPOSE:

The purpose of this IGA is to leverage partnerships between ADHS and Local County Health Departments by providing Title V MCH Block Grant and Preventive Health and Health Services Block Grant funding to support the implementation of high impact strategies that address the health priorities identified in the AzHIP, county health improvement plans (CHIPs) and 2020 Title V MCH Needs Assessment. This IGA is intended to provide flexibility to the Local County Health Department to meet the needs of local communities.

## 3. OBJECTIVES:

### MCH Healthy Arizona Families Program:

- 3.1. Counties will implement evidence-based/evidence-informed strategies at the local community level that:
- 3.1.1. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and





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primary care services for pregnant women, mothers and infants up to age one (1) for the Women/Maternal and Perinatal Infant population domains,

- 3.1.2. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for the Child Health, Adolescent Health and Children with Special Health Care Needs population domains,
- 3.1.3. Enhance family, youth, and community engagement for all five (5) population domains in the Title V MCH Block Grant, including children and families with special health care needs, and
- 3.1.4. Promote and implement evidence-based or evidence-informed strategies that enhance cross-cutting and system building infrastructure.

## PHI Program:

3.2. Counties will implement evidence-based/evidence-informed strategies at the local community level that:

- 3.2.1. Promote and implement healthy community interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play; and
- 3.2.2. Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

## 4. SCOPE OF WORK:

### MCH Healthy Arizona Families Program:

- 4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.

#### 4.1.1. Population domains include:

- 4.1.1.1. Women/Maternal Health – women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;
- 4.1.1.2. Perinatal/Infant Health – infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after;
- 4.1.1.3. Child Health – children one (1) to ten (10) years of age;
- 4.1.1.4. Adolescent Health – young people ages ten (10) to nineteen (19) years of age;
- 4.1.1.5. Children/Youth with Special Health Care Needs – children/youth with a diverse range of needs ranging from behavioral and emotional conditions to chronic conditions, to more medically complex health issues;
- 4.1.1.6. Cross-cutting and Systems Building – priority need such as oral health, access to care, injury prevention, etc. that is related to program capacity and/or systems-building as it applies to all/any of the MCH population domains; or
- 4.1.1.7. Emerging Issues – projects and/or strategies that become prominent and are unique to a particular County, for example, reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.

- 4.1.2. NPMs selected by the State and identified through the findings of a five (5) year needs assessment include:





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
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Procurement Officer  
**Diana Landeros**

- 4.1.2.1. NPM #1 - Well-woman visits - Percent of women, ages eighteen (18) through forty-four (44), with a preventive medical visit in the past year, and family planning services;
- 4.1.2.2. NPM #4 Breastfeeding – A) Percent of infants who are ever breastfed and B) Percent of infants breastfed exclusively through six (6) months of age;
- 4.1.2.3. NPM #5 - Safe Sleep – A) Percent of infants placed to sleep on their backs B) Percent of infants placed to sleep on a separate approved sleep surface C) Percent of infants placed to sleep without soft objects or loose bedding;
- 4.1.2.4. NPM #6 Developmental Screening – Percent of children, ages nine (9) through thirty-five (35) months, who received a developmental screening using a parent-completed screening tool in the past year;
- 4.1.2.5. NPM #7 Injury Hospitalization – 7.1) Rate of hospitalization for non-fatal injury per 100,000 children, ages zero through nine (0-9 and 7.2) Rate of hospitalization for non-fatal injury per 100,000 adolescents, ages ten through nineteen (10-19)
- 4.1.2.6. NPM #9 Bullying – Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others;
- 4.1.2.7. NPM #10 Adolescent well visits – Percent of adolescents, ages twelve (12) through seventeen (17), with a preventive medical visit in the past year;
- 4.1.2.8. NPM #12 Transition – Percent of adolescents with and without special health care needs, ages twelve (12) through seventeen (17), who received services necessary to make transitions to adult health care;
- 4.1.2.9. NPM #13 Preventive dental visits for pregnant women, children and adolescents – A) Percent of women who had a dental visit during pregnancy; and B) Percent of children, ages one (1) through seventeen (17), who had a preventive dental visit in the past year; and
- 4.1.2.10. NPM #15 Adequate Insurance – Percent of children, ages zero through seventeen (0-17), who are continuously and adequately insured
- 4.1.3. If strategies selected by the Counties do not align with the State selected NPMs listed above, BWCH in partnership with Counties will develop State Performance Measures (SPMs) as needed to measure priority needs that have not been addressed through the selected NPMs, and
- 4.1.4. Counties may elect to provide Family Planning Services which would qualify under NPM #1 and the Women/Maternal Health population domain:
  - 4.1.4.1. Implement a clinic based reproductive health program which enhances maternal and child health;
  - 4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age; and
  - 4.1.4.3. Adhere to the [ADHS Family Planning Policy and Procedure Manual](https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning) (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>).
- 4.2. This IGA offers a variety of evidence-based and evidence-based informed strategies designed to promote and positively impact the health status and outcomes of the MCH population in Arizona. Contingent upon available funding, Local County Health Departments are expected to implement at multiple levels, in accordance with local





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community needs infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based/evidence-informed strategies (Attachment B) or to propose their own evidence-based/evidence informed strategies that are identified as a need in their communities;

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

### PHI Program:

4.5. Under the PHI Program, the county health departments may use several strategies to support local initiatives to achieve healthy communities. As health departments often may not have dedicated funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to seek accreditation and reaccreditation, improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues.

4.6. The County must select one (1) or more strategies from the strategic areas outlined below:

4.6.1. Strategic Area: Seeking Public Health Accreditation Board (PHAB) Accreditation or Reaccreditation

4.6.1.1. Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation, and

4.6.2. Strategic Area: Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management

4.6.2.1. Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives';

4.6.2.2. Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions; and

4.6.2.3. Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities;

4.6.3. Strategic Area: Maintain a Competent Workforce

4.6.3.1. Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives;


4.6.3.2. Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional development; and

4.6.3.3. Conduct activities to support the larger public health workforce of the community;

4.6.4. Strategic Area: Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community

4.6.4.1. Conduct collaborative activities with the community to develop, enhance, and disseminate the community health assessment;



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#### 4.6.5. Strategic Area: Develop Policies and Plans

- 4.6.5.1. Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan;
- 4.6.5.2. Conduct activities to track and implement goals set in the county health improvement plan;
- 4.6.5.3. Complete activities to develop, implement, and maintain a strategic plan; and
- 4.6.5.4. Complete activities to develop, implement, and maintain an all hazards emergency operations plan;

#### 4.6.6. Strategic Area: Health Equity

- 4.6.6.1. Develop and implement strategies that address health inequity and cultural competence

#### 4.6.7. Strategic Area: Administrative and Management Capacity

- 4.6.7.1. Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues;

#### 4.7. In addition, with prior approval from ADHS, the County can also use their PHI Program funding to address emerging issues:

- 4.7.1.1. Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage of funds to be approved by ADHS);

### 5. EVALUATION:

- 5.1. Performance measures and evaluations allow the counties and ADHS to collaboratively track progress on process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short-term and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS, in coordination with the counties, will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan; and
- 5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the 2021-2025 Title V MCH Priorities and Performance Metrics for the MCH Healthy Arizona Families Program and as they align with the 2021-2025 AzHIP priorities and Healthy People 2030 objectives for the PHI Program.

### 6. APPROVALS:

- 6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;
- 6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;
- 6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;
- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;





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- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation and the percentage of funds used to conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues must be approved by ADHS prior to implementation;
- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and
- 6.8. Request approval in writing to the ADHS Block Grants Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
- 6.8.1. Requests can be made via email and shall include the following information:
- 6.8.2. Type of equipment requesting to be purchased,
- 6.8.3. Cost of equipment, and
- 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan.

## 7. TASKS:

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



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Manual;

7.3.1. <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%20200113.pdf>,  
and

7.3.2. <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.

7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;

7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,

7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;

7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and

7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the ADHS Block Grants Program Manager.

7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>, which includes but is not limited to:

7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.

7.4.3. Justification for providing food at events requires but is not limited to:

7.4.3.1. How providing food serves a valid public purpose and does not violate the "gift clause",

7.4.3.2. Is an integral part of the function, and

7.4.3.3. Benefits to the community.

7.4.4. A speaker/presentation during the time the meal is provided is required, and

7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings:

<https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>.

7.5. Comply with all federal reporting requirements;

7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;

7.7. Counties implementing Family Planning Programs with MCH Healthy Arizona Families Program funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual (Available here: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>);  
and

7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF



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ARIZONA DEPARTMENT OF  
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IGA Amendment No: **2**

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**Diana Landeros**

IGA orientation webinar, date to be determined.

7.9. ADHS will provide:

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

**8. STATE PROVIDED ITEMS:**

- 8.1. Attachment A – Maternal and Child Health National Performance Measures Framework;
- 8.2. Attachment B – Evidence-Based/Evidence-Informed Strategies for MCH Domains;
- 8.3. Attachment C – Contractor Expenditure Report (CER);
- 8.4. Attachment D – Financial Supporting Documentation;
- 8.5. Attachment E – Line Item Budget Move Request;
- 8.6. Attachment F – Request for Purchase of Food;
- 8.7. Attachment G – Emerging Issues Approval Process;
- 8.8. Upon execution of IGA:
  - 8.8.1. Action Plan Template,
  - 8.8.2. Quarterly Report Template,
  - 8.8.3. Contractor Expenditure Report (CER) template, and
  - 8.8.4. Budget Workbook Template.

**9. RESTRICTIONS:**



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

Contract No. CT0001388

IGA Amendment No. 2

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1601 N. 16th Avenue, Suite 200  
Phoenix, Arizona 85016  
Production Office  
Date: 1/1/2018

IGA execution timeline date to be determined.

5. AGHS will provide:

- 7.8.1 Review feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submission.
- 7.8.2 Review feedback, and approval of the Annual Budgets/Workbooks, CERs and Supporting Documentation within thirty (30) days of submission.
- 7.8.3 Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting and Supporting Documentation.
- 7.8.4 Samples of evidence-based and/or evidence-informed strategies and supporting resources.
- 7.8.5 A Quarterly Reporting template upon execution of the IGA.
- 7.8.6 The Annual Action Plan template upon execution of the IGA.
- 7.8.7 Annual Budget Workbook and CER templates upon execution of the IGA.
- 7.8.8 Outcome measures and examples of process or intermediate performance measures, as needed.
- 7.8.9 Access to virtual technical assistance and guidance from AGHS staff, Local County Health Department personnel, and subject matter experts related to the strategies for which the County has received funding and.
- 7.9.10 Coordinate and conduct annual Contract site visits.

## 8. STATE PROVIDED ITEMS:

- 8.1 Attachment A – Manual and Child Health National Performance Measures Framework.
- 8.2 Attachment B – Evidence-Based/Evidence-Informed Strategies for WCHC Outcomes.
- 8.3 Attachment C – Contractor Performance Report (CER).
- 8.4 Attachment D – Quarterly Supporting Documentation.
- 8.5 Attachment E – Line Item Budget/Needs Request.
- 8.6 Attachment F – Request for Purchase of Food.
- 8.7 Attachment G – Emergency Issues Approval Process.
- 8.8 Upon execution of IGA:
  - 8.8.1 Action Plan Template.
  - 8.8.2 Quarterly Report Template.
  - 8.8.3 Contractor Performance Report (CER) template, and
  - 8.8.4 Budget Workbook Template.

## 9. RESTRICTIONS:





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

IGA Amendment No. 2


ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
120 W. ALBUQUERQUE  
PHOENIX, ARIZONA 85003  
Procurement Office  
Diana L. Johnson

1. This amendment shall be used for any of the following:

- 1.1 Lobbying activities, including the preparation, distribution, or use of any letter, pamphlet, booklet, or other written communication, radio, television, or video presentation, designed to support or oppose any proposed or pending legislation, administrative action, or other action by the executive branch of any State or local government.
- 1.2 Inpatient services.
- 1.3 Cash payments to inpatient services recipients of health services.
- 1.4 The purchase or improvement of land, the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility, or the purchase of major medical equipment - unless the ADHS has obtained a waiver from the Secretary of DHS.
- 1.5 Settling any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds.
- 1.6 Providing funds for research or training (or other financial assistance) to any entity other than a public or non-profit entity, and
- 1.7 Payment for any form of service (other than an emergency form or service) furnished by or to the medical direction or prescription of an ineligible or unlicensed individual or entity.

### 10. OBLIGATIONS:

- 10.1 Annual Action Plan within the first forty-five (45) days of each budget period.
- 10.2 Contractor Expense Report (CER) to ADHS, due thirty (30) days following each month of services.
- 10.2.1 Receipts supporting expenses billed for any reimbursement of state travel and equipment purchases of \$250 or more are to also be submitted, and
- 10.2.2 Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.
- 10.3 Vendor Quarterly Report, due 15th day (30) days after each quarter end (Q1: July - September, Q2: October - December, Q3: January - March, and Q4: April - June).
- 10.4 A first CER invoice no later than forty-five (45) days following the end of each contract year.
- 10.5 Annual Budget Workbook, due by January 15th, for the next year's fiscal period.
- 10.6 Most Healthy Arizona Families Program ONLY: Family Planning Programs funded through this IGA will submit monthly data into the Title V Family Planning Database as outlined in the policies and procedures manual.
- 10.7 Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as major billers to a budget (Attachment D).
- 10.7.1 Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchase of equipment exceeding \$250, and

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9.1. Funds cannot be used for any of the following:

- 9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,
- 9.1.2. Inpatient services,
- 9.1.3. Cash payments to intended service recipients of health services,
- 9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the ADHS has obtained a waiver from the Secretary of DHHS,
- 9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,
- 9.1.6. Providing funds for research or training (or other financial assistance) to any entity other than a public or non-profit private entity, and
- 9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

**10. DELIVERABLES:**

- 10.1. Annual Action Plan within the first forty-five (45) days of each budget period;
- 10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.
  - 10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and
  - 10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.
- 10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;
- 10.5. Annual Budget Workbook due by January 15th, for the next year's fiscal period;
- 10.6. MCH Healthy Arizona Families Program ONLY: Family Planning Programs funded through this IGA will submit monthly data into the Title V Family Planning Database as outlined in the policies and procedures manual.
- 10.7. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),
  - 10.7.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and





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10.7.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.

10.8. Provide the **ADHS Block Grants** Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:

10.8.1. Name, title, email address and phone numbers,

10.8.2. Staff Resumes, and

10.8.3. Program area assigned.

10.9. Submit to the **ADHS Block Grants** Program Manager all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;

10.10. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the **ADHS Block Grants** Program Manager and an IGA amendment issued by ADHS Procurement; and

10.11. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

## 11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

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

Alison Lucas  
Block Grants Program Manager  
Arizona Department of Health Services  
150 N. 18th Avenue  
Phoenix, AZ 85007-3242  
Email: [alison.lucas@azdhs.gov](mailto:alison.lucas@azdhs.gov)

11.2. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Josh Beck  
Gila County  
1400 E Ash St  
Globe, AZ 85501  
Email: [jbeck@gilacountyaz.gov](mailto:jbeck@gilacountyaz.gov)



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Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

### PRICE SHEET

July 1, 2022 - June 30, 2023

Program: **MCH Healthy Arizona Families**  
Federal Funding: Title V Maternal and Child Health Services Block Grant

Account Classification	Line Item Totals
Personnel	\$ 54,095.00
Employee Related Expenses	\$ 21,638.00
Professional & Outside Services	\$ 8,800.00
Travel Expenses	\$ 4,318.00
Occupancy Expenses	\$ 0.00
Other Operating Expenses	\$ 4,488.00
Capital Outlay Expenses	\$ 0.00
Indirect Cost Expenses (if authorized)	\$ 9,334.00
<b>Total Contract Amount (Not to Exceed)</b>	<b>\$ 102,673.00</b>

Program: **Public Health Improvement (PHI) Program**  
Federal Funding: Preventive Health and Health Services Block Grant

Account Classification	Line Item Totals
Personnel	\$ 0.00
Employee Related Expenses	\$ 0.00
Professional & Outside Services	\$ 43,000.00
Travel Expenses	\$ 0.00
Occupancy Expenses	\$ 0.00
Other Operating Expenses	\$ 1,229.00
Capital Outlay Expenses	\$ 0.00
Indirect Cost Expenses (if authorized)	\$ 4,423.00
<b>Total Contract Amount (Not to Exceed)</b>	<b>\$ 48,652.00</b>

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

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





# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007  
Procurement Officer  
Diana Landeros

Contract No.: **CTR055258**

IGA Amendment No: **2**

## Exhibit A- 2 CFR 200.332

### § 200.332

#### Requirements for pass-through entities.

#### All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

#### Prime Awardee:

UEI #

Arizona Department of Health Services  
QMWUG1AMYF65

Federal Award Identification (Grant Number):

6 B04MC45199-01-01

Subrecipient name (which must match the name associated with its unique entity identifier):

Gila County

Subrecipient's unique entity identifier (UEI #):

C8EKKJK67XB1

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

B0445199

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

12/15/2021

Subaward Period of Performance Start and End Date;

07/01/2022-06/30/2023

Subaward Budget Period Start and End Date:

07/01/2022-06/30/2023

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$60,311.77

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

N/A

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$102,673.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Maternal and Child Health Services



# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Health Resources and Services Administration

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.994 - Maternal and Child Health Services Block Grant to the States

Identification of whether the award is R&D

No

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

10%

## Exhibit - 2 CFR 200.332

### § 200.332

#### Requirements for pass-through entities.

#### All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	Arizona Department of Health Services
DUNS #	804745420
Federal Award Identification (Grant Number):	6 B04MC45199-01-01
Subrecipient name (which must match the name associated with its unique entity identifier):	Cochise County
Subrecipient's unique entity identifier (DUNS #):	179281282
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	B0445199
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	12/15/2021
Subaward Period of Performance Start and End Date;	07/01/2020-06/30/2025
Subaward Budget Period Start and End Date:	07/01/2022-06/30/2023





# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$66,096.06
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	N/A
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$112,520.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Maternal and Child Health Services
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Health Resources and Services Administration
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.994 - Maternal and Child Health Services Block Grant to the States
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	0%





# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

## Exhibit B- 2 CFR 200.332

### § 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:

Arizona Department of Health Services  
**QMWUG1AMYF65**

UEI #

Federal Award Identification (Grant Number):

**TBD**

Subrecipient name (which must match the name associated with its unique entity identifier):

**Gila County**

Subrecipient's unique entity identifier (UEI #):

**C8EKKJK67XB1**

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

**TBD**

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

**TBD**

Subaward Period of Performance Start and End Date;

**07/01/2022-06/30/2023**

Subaward Budget Period Start and End Date:

**07/01/2022-06/30/2023**

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

**\$42,361.23**

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

**N/A**

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

**\$102,673.00**

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

**Maternal and Child Health Services**



# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Health Resources and Services Administration

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.994 - Maternal and Child Health Services Block Grant to the States

Identification of whether the award is R&D

No

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

10%





# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

## Exhibit C - 2 CFR 200.332

### § 200.332

#### Requirements for pass-through entities.

#### All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	Arizona Department of Health Services
UEI #	QMWUG1AMYF65
Federal Award Identification (Grant Number):	1 NB01OT009394-01-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Gila County Health and Emergency Management
Subrecipient's unique entity identifier (UEI #):	C8EKKJK67XB1
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NB01OT009394
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	08/30/2021
Subaward Period of Performance Start and End Date;	07/01/2022-06/30/2023
Subaward Budget Period Start and End Date:	07/01/2022-06/30/2023
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$12,163.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	N/A
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$48,652.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Preventive Health and Health Services Block Grant



# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.991 - Preventive Health and Health Services Block Grant
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	10%





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Procurement Officer  
Diana Landeros

Contract No.: CTR055258

IGA Amendment No: 2

### Exhibit D- 2 CFR 200.332

#### § 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	Arizona Department of Health Services
UEI #	QMWUG1AMYF65
Federal Award Identification (Grant Number):	TBD
Subrecipient name (which must match the name associated with its unique entity identifier):	Gila County Health and Emergency Management
Subrecipient's unique entity identifier (UEI #):	C8EKKJK67XB1
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	TBD
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	TBD
Subaward Period of Performance Start and End Date;	07/01/2022-06/30/2023
Subaward Budget Period Start and End Date:	07/01/2022-06/30/2023
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$36,489.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	N/A
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$48,652.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Preventive Health and Health Services Block Grant





# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055258**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.991 - Preventive Health and Health Services Block Grant

Identification of whether the award is R&D

No

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

10%



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

Contract No. C7R05528

IGA Amendment No. 2

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1901 W. AVENUE 10  
PHOENIX, ARIZONA 85007  
Procurement Officer  
Diana Lindstrom

State of Arizona awarded agency through only one contract  
information for awarding it to the Party with only

Center for Disease Control and Prevention

As stated in the award and later the state through only one  
contract the state awarded it to the Party with only one award  
and the state further awarded it to the Party with only one award

State of Arizona awarded agency through only one contract  
information for awarding it to the Party with only

State

Information of the state and the Party

No

Contract awarded to the Party with only one award  
and the state further awarded it to the Party with only one award

10%



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.:  
IGA2020-040

IGA Amendment No: 1

Procurement Officer  
Felicia Marquez

### Title V Maternal and Child Health Healthy Arizona Families

1. Pursuant to the Terms and Conditions, Provision 6, Contract Changes, section 6.1, It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:
  - 1.1. The Contract No. is revised from IGA2020-040 to CTR055258 due to the Contracts being placed back into the Arizona Procurement Portal;
  - 1.2. The Scope of Work is revised and replaced by the Scope of Work of this Amendment One (1);
  - 1.3. The Price Sheet is revised to include the Price Sheet of this Amendment One (1).
  - 1.4. Attachment H - ADHS Family Planning Policy and Procedure Manual, has been removed.
  - 1.5. Exhibit A has been added.

(CONTINUED ON NEXT PAGE)

All other provisions of this agreement remain unchanged.

#### Gila County

Contractor Name:

1400 E Ash St.

Address:

Globe

Arizona

85501

City

State

Zip

  
Tim R. Humphrey, Chairman

Print Name

Gila County Board of Supervisor

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

  
Signature

Date

6/15/21

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 29<sup>th</sup> day of July 2021.



Procurement Officer

The Gila County's Attorney's Office

Contract No.: **CTR055258**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

  
Signature

Date

7/26/21

  
Print Name

Assistant Attorney General



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: IGA2020-040</p>	<p>IGA Amendment No: 1</p>	<p>Procurement Officer <b>Felicia Marquez</b></p>

## 1. BACKGROUND:

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

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b>  150 18<sup>th</sup> Ave Suite 530  Phoenix, Arizona 85007</p>
	Contract No.: IGA2020-040	IGA Amendment No: 1	Procurement Officer <b>Felicia Marquez</b>

1.5. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#title-v>).

## 2. PURPOSE:

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


## 3. OBJECTIVES:

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

## 4. SCOPE OF WORK:

- 4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.
  - 4.1.1. Population domains include:
    - 4.1.1.1. Women/Maternal Health – women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;
    - 4.1.1.2. Perinatal/Infant Health – infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after;
    - 4.1.1.3. Child Health – children one (1) to ten (10) years of age;
    - 4.1.1.4. Adolescent Health – young people ages ten (10) to nineteen (19) years of age;



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: IGA2020-040</p>	<p>IGA Amendment No: 1</p>	<p>Procurement Officer <b>Felicia Marquez</b></p>

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

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: IGA2020-040</p>	<p>IGA Amendment No: 1</p>	<p>Procurement Officer <b>Felicia Marquez</b></p>

4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age; and

4.1.4.3. **Adhere to the [ADHS Family Planning Policy and Procedure Manual](https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning) (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>).**

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

4.3. MCH has created Skill Sets in each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities (Attachment B); and

4.4. Where applicable, strategies shall be inclusive of children with special health care needs. Though counties are not required to implement strategies to specifically target this population, strategies designed for children, adolescents, and families assume an integrated approach that includes this population.

## 5. EVALUATION:

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

5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the new Title V MCH Priorities and Performance Metrics.

## 6. APPROVALS:

6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;

6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;

6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: IGA2020-040</p>	<p>IGA Amendment No: 1</p>	<p>Procurement Officer <b>Felicia Marquez</b></p>

- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation;
- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and
- 6.8. Request approval in writing to the MCH HAF IGA Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
  - 6.8.1. Requests can be made via email and shall include the following information:
  - 6.8.2. Type of equipment requesting to be purchased,
  - 6.8.3. Cost of equipment, and
  - 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan.

## 7. TASKS:

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



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7.3. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual;

7.3.1. <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%2020113.pdf>, and

7.3.2. <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.

7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;

7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,

7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;

7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and

7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the MCH HAF Program Manager.

7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>, which includes but is not limited to:

7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.

7.4.3. Justification for providing food at events requires but is not limited to:

7.4.3.1. How providing food serves a valid public purpose and does not violate the "gift clause",

7.4.3.2. Is an integral part of the function, and

7.4.3.3. Benefits to the community.

7.4.4. A speaker/presentation during the time the meal is provided is required, and

7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings:  
<https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>.

7.5. Comply with all federal reporting requirements;

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7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;

7.7. Counties implementing Family Planning Programs with MCH HAF IGA funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual (**Available here:**<https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>); **and**

7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.

7.9. ADHS will provide:

7.9.1. Review, feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submitting,

7.9.2. Review, feedback, and approval of the annual Budgets Workbooks, CERs and Supporting Documentation within thirty (30) days of submission,

7.9.3. Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,

7.9.4. Samples of evidence-based and/or evidence-informed strategies and supporting resources,

7.9.5. A Quarterly Reporting template upon execution of the IGA,

7.9.6. The Annual Action Plan template upon execution of the IGA,

7.9.7. Annual Budget Workbook and CER templates upon execution of the IGA,

7.9.8. Outcome Measures and examples of process, or intermediate performance measures, as needed,

7.9.9. Access to virtual technical assistance and guidance from ADHS staff, Local County Health Department peers/mentors, and subject matter experts related to the strategies for which the County has received funding, and

7.9.10. Coordinate and conduct annual Contractor site visits.

## 8. STATE PROVIDED ITEMS:

8.1. Attachment A – Maternal and Child Health National Performance Measures Framework;

8.2. Attachment B – Evidence-Based/Evidence-Informed Strategies for MCH Domains;

8.3. Attachment C – Contractor Expenditure Report (CER);

8.4. Attachment D – Financial Supporting Documentation;

8.5. Attachment E – Line Item Budget Move Request;

8.6. Attachment F – Request for Purchase of Food;



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**8.7. Attachment G – Emerging Issues Approval Process;**

**8.8. Upon execution of IGA:**

**8.8.1. Action Plan Template,**

**8.8.2. Quarterly Report Template,**

**8.8.3. Contractor Expenditure Report (CER) template, and**

**8.8.4. Budget Workbook Template.**

**9. Restrictions:**

**9.1. Funds cannot be used for any of the following:**

- 9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,
- 9.1.2. Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnancy women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS),
- 9.1.3. Cash payments to intended service recipients of health services,
- 9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the ADHS has obtained a waiver from the Secretary of DHHS,
- 9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,
- 9.1.6. Providing funds for research or training to any entity other than a public or non-profit private entity, and
- 9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

**10. Deliverables:**

- 10.1. Annual Action Plan within the first forty-five (45) days of each budget period;
- 10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.
  - 10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and

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10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.

10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;

10.5. Annual Budget Workbook due by January 15th, for the next year's fiscal period;

10.6. Annual Report forty-five (45) days following the end of each Contract year; and

10.7. Family Planning Programs funded through this IGA will submit monthly data into the Family Planning Database as outlined in the policies and procedures manual.

10.8. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),

10.8.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and

10.8.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.

10.9. Provide the MCH HAF Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:

10.9.1. Name, title, email address and phone numbers,

10.9.2. Staff Resumes, and

10.9.3. Program area assigned.

10.10. Submit the MCH HAF Program Manager of all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;

10.11. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the MCH HAF Program Manager and a IGA amendment issued by ADHS Procurement; and

10.12. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

# 11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

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


Alison Lucas  
MCH HAF Program Manager  
Arizona Department of Health Services

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150 N. 18th Avenue  
 Phoenix, AZ 85007-3242  
 Email: [alison.lucas@azdhs.gov](mailto:alison.lucas@azdhs.gov)


11.2. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Contractor	<u>Gila County</u>
Attention	<u>Josh Beck</u>
Address	<u>1400 E Ash St.</u>
City, State, ZIP	<u>Globe, Arizona 85501</u>
Phone	<u></u>
Fax	<u></u>
Email	<u>jbeck@gilacountyaz.gov</u>

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PRICE SHEET

<b>Gila County Department of Public Health  MCH Healthy Arizona Families IGA  Cost-Reimbursement Price Sheet  FY22</b>	
<b>ACCOUNT CLASSIFICATION</b>	<b>LINE ITEM TOTALS</b>
PERSONNEL EXPENSES	<b>\$48,701.00</b>
EMPLOYEE RELATED EXPENSES	<b>\$20,324.00</b>
PROFESSIONAL & OUTSIDE SERVICES EXPENSES	<b>\$6,000.00</b>
TRAVEL EXPENSES	<b>\$5,851.00</b>
OCCUPANCY EXPENSES	<b>\$0.00</b>
OTHER OPERATING EXPENSES	<b>\$12,463.00</b>
CAPITAL OUTLAY EXPENSES	<b>\$0.00</b>
INDIRECT COST EXPENSES (IF AUTHORIZED)	<b>\$9,334.00</b>
<b>TOTAL \$102,673.00</b>	
<i>The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items.</i>	
<i>Transfers <u>exceeding</u> twenty-five percent (25%) <u>or</u> to a non-funded line item shall require an amendment.</i>	

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
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**EXHIBIT A - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

**(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.**

**Prime Awardee:**

**Arizona Department of Health Services**

**DUNS #**

**804745420**

Federal Award Identification (Grant Number):

1 B04MC40117-01-00

Subrecipient name (which must match the name associated with its unique entity identifier):

Gila County

Subrecipient's unique entity identifier (DUNS #):

74462102

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

B0440117

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

03/08/2021

Subaward Period of Performance Start and End Date;

07/01/2020-06/30/2025

Subaward Budget Period Start and End Date:

07/01/2021-06/30/2022

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$60,311.77

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$5,570,064.00


Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$102,673.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Maternal and Child Health Services



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Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Health Resources and Services Administration

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.994 - Maternal and Child Health Services Block Grant to the States

Identification of whether the award is R&D

No

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414



# INTERGOVERNMENTAL AGREEMENT (IGA)

**CONTRACT No.: IGA2020-040**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 North 18<sup>th</sup> Avenue, Suite 530  
Phoenix, Arizona 85007

**Project Title:** Title V Maternal and Child Health Healthy Arizona Families

**Begin Date:** July 1, 2020

**Geographic Service Area:** Gila County

**Termination Date:** June 30, 2025

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <b>Counties:</b> A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.  |
| <input type="checkbox"/>            | <b>Indian Tribes:</b> A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| <input type="checkbox"/>            | <b>School Districts:</b> A.R.S. §§ 11-951, 11-952, and 15-342.   |
| <input type="checkbox"/>            | <b>City of Phoenix:</b> Chapter II, §§ 1 & 2, Charter, City of Phoenix.  |
| <input type="checkbox"/>            | <b>City of Tempe:</b> Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.                                    |

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: \_\_\_\_\_  
Federal Employer Identification No.: \_\_\_\_\_  
Tax License No.: \_\_\_\_\_  
Contractor Name: Gila County  
Address: 1400 E ASH ST  
GLOBE, Arizona 85501

## FOR CLARIFICATION, CONTACT:

Name: Joshua Beck

Phone: \_\_\_\_\_

FAX No: \_\_\_\_\_

E-mail: [jbeck@GILACOUNTYAZ.GOV](mailto:jbeck@GILACOUNTYAZ.GOV)

## CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

*Woody Cline* *9/15/2020*

Signature of Person Authorized to Sign

Date

Woody Cline, Chairman, Gila County Board of Supervisors

This Contract shall henceforth be referred to as

**Contract No. IGA2020-040** The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this 7<sup>th</sup> day of October, 2020

*Christine Ruth*

Procurement Officer

## CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

*Jefferson Dutton, Jr. 9-15-20*

Signature of Person Authorized to Sign

Date

Print Name and Title

Gila County Attorney's Office

Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

*Patricia C. Ladlogue* *10/5/20*

Signature

Date

Assistant Attorney General:

*PATRICIA C. LADLOGUE*

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
IGA2020-040	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement of Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Emerging Issues" are projects and/or strategies that become prominent and/or are unique to a particular County.
- 1.11 "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>)
- 1.12 "Evidence-informed" means interventions, strategies, approaches, and/or program models that bring together the best available research, professional expertise, and input from participants to identify and deliver services that have promise to achieve positive outcomes.
- 1.13 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2020-040	TERMS AND CONDITIONS

consideration of substantially equal or greater value is received.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
IGA2020-040	

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

- 1.23 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.24 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS MCH HAFIGA Program staff or a designee, once per year.
- 1.25 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.26 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.



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**2. CONTRACT TYPE:**

This Contract shall be:

☒ **COST REIMBURSEMENT**

**3. CONTRACT INTERPRETATION:**

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1. Terms and Conditions;
  - 3.3.2. Statement or Scope of Work;
  - 3.3.3. Attachments; and
  - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. CONTRACT ADMINISTRATION AND OPERATION:**

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the

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original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1. *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2. *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

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4.10. Property of the State.

4.10.1. *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its

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internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

## 5. COSTS AND PAYMENTS:

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-

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five (45) days of the end of a budget term or of the time of termination.

- 5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
- 5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into



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

- 5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

#### 6. **CONTRACT CHANGES:**

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

#### 7. **RISK AND LIABILITY:**

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

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7.3. Force Majeure.

7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

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

8. **DESCRIPTION OF MATERIALS:** The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
- 8.2.1. Of a quality to pass without objection in the Contract description;
  - 8.2.2. Fit for the intended purposes for which the Materials are used;
  - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
- 8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 9. STATE'S CONTRACTUAL REMEDIES:

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
- 9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the

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order during the period of work stoppage.

9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. *Non-exclusive Remedies.* The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. *Right of Offset.* The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

#### 10. CONTRACT TERMINATION:

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

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

10.3. *Suspension or Debarment.* The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. *Termination Without Cause.*

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for

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which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

## **11. ARBITRATION:**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

## **12. COMMUNICATION:**

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.



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12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

**13. CLIENT GRIEVANCES:**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

**14. SOVEREIGN IMMUNITY:**

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

**15. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:**

15.1. Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2. Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

**16. ADMINISTRATIVE CHANGES:**

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

**17. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT:**

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

**18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):**

18.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the

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Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

- 18.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**19. COMMENTS WELCOME:**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18<sup>th</sup> Avenue, Suite 260, Phoenix, Arizona 85007.

**20. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:**

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

**21. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT [HTTPS://WWW.FSRC.SGOV/](https://www.fsrcs.gov/) :**

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

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**22. TECHNOLOGY REPLACEMENT:**

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

**23. AUTHORIZATION FOR PROVISION OF SERVICES:**

Authorization for purchase of services under this agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the agreement number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) The Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) An additional Purchase Order is issued for purchase of services under this agreement.

**24. PUBLIC HEALTH EMERGENCIES:**

24.1. In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:

24.1.1. Approval from ADHS shall be requested prior to reassignment of staff.

24.1.2. Reassignment must be voluntary;

24.1.3. Locations for reassignment must be covered under the public health emergency;  
and

24.1.4. Any reassignment of staff shall be considered approved until further notice from the ADHS or until the Governor declares an end to the public health emergency.

24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

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## 1. BACKGROUND:

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

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

## **2. PURPOSE:**

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

## **3. OBJECTIVES:**

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

## **4. SCOPE OF WORK:**

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



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

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

4.3. MCH has created Skill Sets in each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities (Attachment B); and

4.4. Where applicable, strategies shall be inclusive of children with special health care needs. Though counties are not required to implement strategies to specifically target this population, strategies designed for children, adolescents, and families assume an integrated approach that includes this population.

## **5. EVALUATION:**

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

5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the new Title V MCH Priorities and Performance Metrics.

## **6. APPROVALS:**

6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;

6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;

6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;

6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;

6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;

6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation;

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

## 7. TASKS:

- 7.1. The Local County Health Department Contractor shall for the overall IGA:
  - 7.1.1. Develop and submit an Annual Budget Workbook due January 15<sup>th</sup> of each year for the following year's budget period, including the federally approved indirect rate letter,
  - 7.1.2. Develop and implement an Annual Action Plan within the first forty-five (45) days of each budget period,
  - 7.1.3. Implement the selected approved evidence-based and/or evidence-informed strategies outlined in County Action Plans,
  - 7.1.4. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training, and
  - 7.1.5. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources.
- 7.2. Complete tagging and inventory of equipment in compliance with the policy in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf>;
  - 7.2.1. Submit documents to the MCH HAF Program Manager pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and
  - 7.2.2. Documents shall include the make, model, serial number, and acquisition date of the asset.
- 7.3. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual;
  - 9.5.1 <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%20200113.pdf>, and
  - 9.5.2 <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.

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- 7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;
- 7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,
- 7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;
- 7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and
- 7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the MCH HAF Program Manager.
- 7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual,  
<https://qao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>, which includes but is not limited to:
- 7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.
- 7.4.3. Justification for providing food at events requires but is not limited to:
- 7.4.3.1. how providing food serves a valid public purpose and does not violate the "gift clause",
- 7.4.3.2. is an integral part of the function, and
- 7.4.3.3. Benefits to the community.
- 7.4.4. A speaker/presentation during the time the meal is provided is required, and
- 7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings:  
<https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>.
- 7.5. Comply with all federal reporting requirements;
- 7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;
- 7.7. Counties implementing Family Planning Programs with MCH HAF IGA funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual (Attachment H); and
- 7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.
- 7.9. ADHS will provide:

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

#### **8. STATE PROVIDED ITEMS:**

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



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## **9. Restrictions:**

9.1. Funds cannot be used for any of the following:

- 9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,
- 9.1.2. Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnancy women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS),
- 9.1.3. Cash payments to intended service recipients of health services,
- 9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the ADHS has obtained a waiver from the Secretary of DHHS,
- 9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,
- 9.1.6. Providing funds for research or training to any entity other than a public or non-profit private entity, and
- 9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

## **10. Deliverables:**

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

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10.7.1. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),

10.7.1.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and

10.7.1.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.

10.8. Provide the MCH HAF Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:

10.8.1. Name, title, email address and phone numbers,

10.8.2. Staff Resumes, and

10.8.3. Program area assigned.

10.9. Submit the MCH HAF Program Manager of all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;

10.10. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the MCH HAF Program Manager and a IGA amendment issued by ADHS Procurement; and

10.11. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

## 11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

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

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

11.2. Invoices shall be emailed to: [invoices@azdhs.gov](mailto:invoices@azdhs.gov)

11.3. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Contractor \_\_\_\_\_  
Attention \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>SCOPE OF WORK</b>
IGA2020-040	

Fax \_\_\_\_\_

Email \_\_\_\_\_

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>PRICE SHEET</b>
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<b>Gila County Department of Public Health</b> <b>MCH Healthy Arizona Families IGA</b> <b>Cost-Reimbursement Price Sheet</b> <b>FY21</b>	
<b>ACCOUNT CLASSIFICATION</b>	<b>LINE ITEM TOTALS</b>
PERSONNEL EXPENSES	<b>\$38,501.00</b>
EMPLOYEE RELATED EXPENSES	<b>\$17,903.00</b>
PROFESSIONAL & OUTSIDE SERVICES EXPENSES	<b>\$13,800.00</b>
TRAVEL EXPENSES	<b>\$5,851.00</b>
OCCUPANCY EXPENSES	<b>\$0.00</b>
OTHER OPERATING EXPENSES	<b>\$17,284.00</b>
CAPITAL OUTLAY EXPENSES	<b>\$0.00</b>
INDIRECT COST EXPENSES (IF AUTHORIZED)	<b>\$9,334.00</b>
<b>TOTAL \$102,673.00</b>	
<i>The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items.</i>	
<i>Transfers <u>exceeding</u> twenty-five percent (25%) <u>or to a non-funded line item</u> shall require an amendment.</i>	

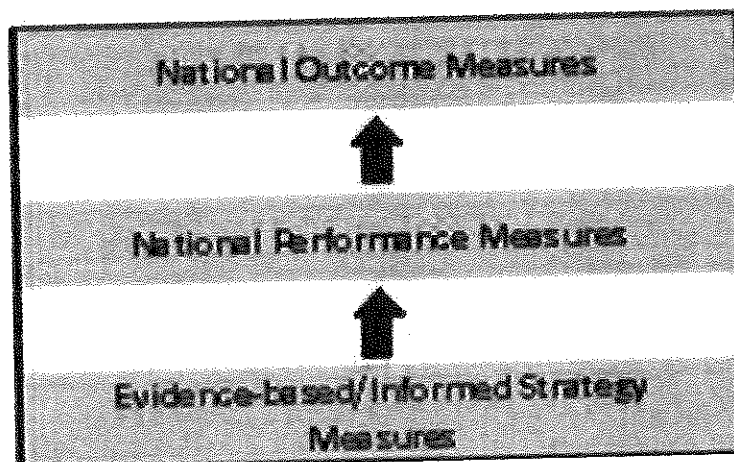
<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
IGA2020-040	<b>ATTACHMENT A</b> <b>NATIONAL PERFORMANCE MEASURES FRAMEWORK</b>

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

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

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

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





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

NPM#		MCH Population Domains					Cross-cutting/Systems Building Domain <i>Optional</i>
		Women/ Maternal Health	Perinatal/ Infant Health	Child Health	Adolescent Health	Children with Special Health Care Needs	
1	Well-woman visit	✓					<p>States have the option to develop a state performance measure (SPM) that is Cross-cutting/Systems Building. Examples of measure topic areas include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Family partnership activities that cross all population health domains;</li> <li>• Social determinants of health;</li> <li>• Workforce development; and</li> <li>• Enhanced data infrastructure</li> </ul>
2	Low-risk cesarean delivery	✓					
3	Risk-appropriate perinatal care		✓				
4	Breastfeeding++		✓				
5	Safe sleep		✓				
6	Developmental screening			✓			
7	Injury hospitalization*			✓	✓		
8	Physical activity*			✓	✓		
9	Bullying				✓		
10	Adolescent well-visit				✓		
11	Medical home*			✓	✓	✓	
12	Transition*				✓	✓	
13	Preventive dental visit*++	✓		✓	✓		
14	Smoking*++	✓		✓	✓		
15	Adequate insurance*			✓	✓	✓	

CONTRACT NUMBER	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>ATTACHMENT B</b></p> <p style="text-align: center;"><b>EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS</b></p>	
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Following are evidence-based and evidence-informed strategies that may be implemented in each selected population domain under each of the NPMs. Counties may elect to implement strategies other than these, as long as data supports that they are either evidence-based or evidence-informed. The NPM number identified in the strategy corresponds with the NPM number listed in the chart above.

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

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

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Women/Maternal		
Evidence-based Strategies	Evidence-informed Strategies	Skill Sets
<p><u>Community-Based Group Education</u>: Utilize community-based education groups to promote annual preventative visits.</p> <p><u>Patient Reminders</u>: Support providers in disseminating reminders (e.g., postcard, text, email, phone) to women about scheduling annual preventative visits.</p> <p><u>Designated Clinics/ Extended Hours</u>: Increase access and visibility to clinics that offer extended hours of service within close proximity to MCH populations.</p>	<p><u>Nurse Family Partnership (National)</u>: Partnering nurses with low income mothers.</p> <p><u>Healthy Women, Health Futures (OK)</u>: Education, skills, and supports.</p> <p><u>Superior Babies Program (MN)</u>: Promotion of healthy prenatal &amp; parenting behavior.</p>	<p><u>NPM #1 - Well Woman Visits</u></p> <p><u>Population Health</u></p> <ul style="list-style-type: none"> <li>• Ability to conduct surveillance of well-woman visit utilization that allows public health practitioners to understand and respond to disparities in utilization of visits</li> <li>• Ability to use population health surveillance to inform proposed delivery system changes</li> <li>• Skills to analyze how health care delivery systems identify and refer women for appropriate treatment following a well-woman visit</li> </ul> <p><u>Strategic Planning &amp; Program Design</u></p> <ul style="list-style-type: none"> <li>• Ability to employ qualitative methods in needs assessments with families, providers, and communities to identify attitudes about and root causes of low use in preventive services</li> <li>• Skills in quality improvement to support providers and health systems in making data-informed decisions</li> </ul> <p><u>Strategic Alliance &amp; Effective Partnership</u></p> <ul style="list-style-type: none"> <li>• Skills to create and manage external alliances that engage public health, private health plans, federally qualified health centers, and Medicaid to increase awareness of well-woman visit coverage among providers and women</li> <li>• Skills to manage public health and inter-governmental partnerships that work to advance the receipt of preventive services and the health of women</li> <li>• Ability to foster collaboration between public and private health care providers to increase the utilization and quality of well-woman visits</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively engage consumers in policy and program efforts that provide education about and increase utilization of preventive health care services for women</li> <li>• Skills to educate and monitor providers about their responsibilities for accessible interactions with women related to translation services, linguistic access, and American Disability Act (ADA) compliance</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Skills to support robust and effective referral systems to preventive services in</li> </ul>

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		<p>community settings</p> <ul style="list-style-type: none"> <li>• Ability to analyze workforce shortage data that reflect the capacity of communities to provide well-woman visits</li> <li>• Ability to determine legal authority behind existing memoranda of understanding with governmental agencies in regard to well-woman care</li> <li>• Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that ensure effective services and reimbursement for well-woman care</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Skills to effectively communicate the importance of preventive services with selected audiences of women</li> <li>• Ability to effectively market well-woman services offered by public health departments in states/territories where Title V provides or supports clinical services for women</li> <li>• Ability to communicate with consumers about their legal rights related to access and quality of preventive care</li> <li>• Skills to effectively integrate preventive service visit initiatives into existing health promotion campaigns for women, including preconception campaigns and healthy heart campaigns</li> </ul>
<b>Evidence-based Strategies</b>	<b>Evidence-informed Strategies</b>	<b>Skill Sets</b>
<b>NPM #2 – Low-risk Cesarean Delivery</b>		
<p><u>Childbirth Education Classes:</u> Support the development of a community-based childbirth education class series.</p> <p><u>Supportive Care from Lay Doulas:</u> Implement a statewide community-based doula program which contracts to local hospitals.</p>	<p><u>Healthy Babies are Worth the Wait (KY):</u> Prevention of preterm births.</p> <p><u>Women's Health Education Navigation (WHEN) Program for justice-involved families (NY):</u> Improvement of access to services through a strong referral network.</p>	<p><u>Population Health</u> Ability to conduct surveillance of low-risk cesarean delivery first births that allows public health practitioners to understand and respond to disparities in trends regarding cesarean deliveries among low-risk first births.</p> <p><u>Strategic Planning &amp; Program Design</u></p> <ul style="list-style-type: none"> <li>• Skills to implement evidence-based "train the trainer" models that use clinician champions to train other providers</li> <li>• Skills in quality improvement to support providers and health systems to make data-informed decisions</li> <li>• Skills to effectively align Title V initiatives related to low-risk cesarean deliveries and perinatal regionalization activities</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively collaborate with March of Dimes and state/territory perinatal quality collaboratives to decrease rates of low-risk cesarean deliveries</li> </ul>

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				<ul style="list-style-type: none"> <li>• Ability to provide public health support for health systems to conduct quality improvement initiatives designed to decrease low-risk cesarean deliveries</li> <li>• Ability to align low-risk cesarean delivery activities with perinatal regionalization initiatives</li> <li>• Ability to foster collaboration between public and private health care providers in low-risk cesarean delivery</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Skills to identify and involve women of childbearing age in development of program and policy efforts</li> <li>• Ability to engage women and their families as advocates for policy change</li> <li>• Skills to empower women and those that influence them to make decisions about their deliveries</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Skills to set up new agreements that include the minimum of what each agreement should include from a Title V perspective</li> <li>• Ability to determine legal authority behind existing memoranda of understanding with governmental agencies</li> <li>• Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that address use of cesarean deliveries in low-risk first deliveries</li> <li>• Ability to understand options available to draw down Medicaid administrative match for Title V programs</li> <li>• Skills to negotiate health system and payer incentives to align with cesarean delivery goals</li> <li>• Skills to develop or edit delivery protocols for medical indications for hospital systems</li> <li>• Skills to ensure evidence-based regulations and guidelines are disseminated to health systems and physician practices</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively communicate the risks of cesarean delivery to pregnant women so they can make fully informed delivery decisions</li> <li>• Ability to communicate with professional associations to ensure best practices are communicated to physician groups</li> </ul>	
				<p>Also see:</p> <p>NPM # 13 – Preventive Dental Visits NPM #14 - Smoking</p>	



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Perinatal/Infant Health		
Evidence-based Strategies	Evidence-informed Strategies	Skill Sets
<p><u>Multicomponent: Continuing Education of Hospital Providers + State Policies/Guidelines: Support establishment of intra-hospital transportation system and develop educational CME module.</u></p> <p><u>Multicomponent: Access to Providers through Hotline + Continuing Education of Hospital Providers + State Policies/Guidelines: Support a 3-pronged approach.</u></p>	<p><u>Prenatal Plus Program (CO):</u> Care coordination, nutrition, &amp; mental health counseling.</p> <p><u>The JJ Way Model of Maternity Care (FL):</u> Improve birth outcomes.</p>	<p><u>Population Health</u></p> <ul style="list-style-type: none"> <li>• Ability to calculate quality-adjusted life years (QUALYs) to quantify: <ul style="list-style-type: none"> <li>• Impact of appropriate level of care for very low birth weight infants</li> <li>• Rates of morbidity/mortality by social, demographic and economic indicators</li> </ul> </li> <li>• Ability to develop estimates of death rates and implications based on percent of very low birth weight infants born in a hospital with a Level III+ neonatal intensive care units (NICU)</li> <li>• Ability to conduct economic analyses for babies born in appropriate (or inappropriate) facilities, including transport costs and potential morbidities associated with inappropriate levels of care</li> <li>• Ability to collect and review perinatal regionalization policies from all hospitals in state/territory</li> <li>• Skills to obtain and establish coordinated data reports for key stakeholders</li> </ul> <p><u>Strategic Planning &amp; Program Design</u></p> <ul style="list-style-type: none"> <li>• Skills to develop evaluation measures for targeted outreach and progress for the care of very low birth weight infants</li> <li>• Skills in quality improvement to provide public health support of providers and health systems to make data-informed decisions</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Ability to foster collaboration between public and private health care providers in perinatal regionalization efforts</li> <li>• Skills to engage with Level I and Level II hospitals to review very low birth weight data</li> <li>• Ability to align perinatal regionalization activities with low-risk cesarean delivery initiatives</li> <li>• Ability to convene a multi-stakeholder group to assess effectiveness of current perinatal regionalization plans with partners from: <ul style="list-style-type: none"> <li>• Public Health</li> <li>• State legislature</li> <li>• Family advocacy groups</li> <li>• Medicaid and other payers</li> <li>• Hospital associations</li> </ul> </li> </ul>

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		<ul style="list-style-type: none"> <li>• Managed care groups</li> <li>• State/territory hospital regulators</li> <li>• Health professional organizations</li> <li>• Health plans</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Ability to engage women at risk and mothers of very low birth weight infants as peer educators</li> <li>• Ability to navigate sensitivities around very low birth weight outcomes with women</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Skills to analyze and align NICU levels of care and maternal levels of care</li> <li>• Skills to create or enhance voluntary reporting systems among Levels II and III care facilities</li> <li>• Ability to support implementation of CDC/ColIN Level of Care Assessment Tool (LOCATE)</li> <li>• Ability to advocate for increasing numbers of Level III+ hospitals in rural areas to address disparities</li> <li>• Ability to support hospitals or hospital associations with implementation science tools to ensure effective level adjustment when necessary</li> <li>• Skills to analyze authorizing contexts related to levels of care in individual hospitals and determine with policy makers if there are opportunities for improvement</li> <li>• Ability to determine legal authority behind existing memoranda of understanding regarding NICU levels of care regarding relevant agencies</li> <li>• Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that address appropriate Level III+ NICU care for very low birth weight infants</li> <li>• Ability to analyze transport policies and procedures of Level II care facilities to appropriate Level III care facilities</li> <li>• Ability to define policies, procedures, and incentives to women who deliver high-risk newborns in appropriate facilities (beyond transport of infants)</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively reach women of childbearing age with culturally appropriate and compelling level of care messages</li> <li>• Ability to create unified messages for parents and clinicians about delivery of risk-appropriate hospital levels and their impact on morbidity/mortality outcomes of very low birth weight infants</li> </ul>
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NPM #4 - Breastfeeding	
<p><u>Home Visits:</u> Provide training and coaching to MIECHV home visiting staff to promote breastfeeding best practices.</p> <p><u>Lactation Consultants:</u> Maintain a 24-hour breastfeeding hotline staffed by a bilingual certified lactation consultant.</p> <p><u>Peer Counselors:</u> Utilize breastfeeding peer counselors through WIC programs.</p>	<p><u>Every Child Succeeds (OH):</u> Building trusting relationships for those with children 0-3.</p> <p><u>First 5 California Kit for New Parents (CA):</u> Parenting and community resources.</p> <p><u>Population Health</u></p> <ul style="list-style-type: none"> <li>• Ability to conduct surveillance of breastfeeding rates that allows public health practitioners to understand and respond to disparities in breastfeeding rates</li> <li>• Ability to develop estimates of death rates and implications based on breastfeeding rates</li> <li>• Ability to calculate quality-adjusted life years (QUALYs) to quantify impact of breastfeeding in local communities</li> </ul> <p><u>Strategic Planning &amp; Program Design</u> Ability to apply the socio-ecological framework to breastfeeding</p> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Ability to convene public health and primary care professionals to align their breastfeeding efforts</li> <li>• Ability to identify and collaborate with hospital and child care center partners, especially those that serve women least likely to initiate and continue breastfeeding</li> <li>• Ability to provide public health support for implementation of breastfeeding-friendly hospitals</li> <li>• Skills to collaborate with private sector partners to increase knowledge of benefits of workplace accommodations</li> <li>• Skills to encourage Medicaid and managed care organizations (MCOs) to:             <ul style="list-style-type: none"> <li>• Collect data on breastfeeding</li> <li>• Initiate a performance improvement project that seeks to increase breastfeeding rates among employees</li> <li>• Reimburse for the provision of Medical Lactation Therapy services</li> </ul> </li> <li>• Ability to align breastfeeding efforts with safe sleep initiatives</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Skills to promote meaningful participatory practice with families in the development and support of breastfeeding practices</li> <li>• Ability to effectively engage breastfeeding mothers as peer educators</li> <li>• Ability to leverage knowledge about cultural, racial, and socioeconomic differences regarding initiation and duration of breastfeeding</li> <li>• Ability to help consumers understand the rights they have under the Affordable Care Act (ACA) regarding breastfeeding</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Ability to leverage opportunities through the ACA and other federal and state policies</li> </ul>

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		<p>to support breastfeeding initiatives, particularly:</p> <ul style="list-style-type: none"> <li>• Reimbursement for International Board Certified Lactation Consultants</li> <li>• Greater access to pumps,</li> <li>• Leave time for pumping at work,</li> <li>• Ability to provide state public health recognition (e.g. certificates, awards, news releases) for employers, primary care clinics and birth facilities that promote breastfeeding according to the law and national recommendations</li> <li>• Ability to ensure that health care providers have access to tools and best practices regarding breastfeeding and are trained to use the tools in an evidence-based manner</li> <li>• Skills to ensure high-quality breastfeeding support is embedded in programs for which Title V has authority</li> <li>• Ability to support or provide incentives for hospitals to become Baby Friendly or take first steps in becoming Baby Friendly through a state recognition program.</li> <li>• Skills to partner with employers to implement workplace accommodations that they are required to provide by law</li> <li>• Skills to educate policymakers on the value of legislation that: <ul style="list-style-type: none"> <li>• Gives women the right to breastfeed in any public or private place</li> <li>• Prohibits restricting or limiting the right of a mother to breastfeed</li> </ul> </li> <li>• Ability to establish memoranda of understanding with Medicaid and other payers to promote coverage of breastfeeding services as separately reimbursable pregnancy-related services in hospitals, clinics, and other health care settings</li> <li>• Ability to determine legal authority behind existing memoranda of understanding with partners</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Ability to use traditional and social media to effectively reach women of childbearing age with culturally appropriate and compelling breastfeeding messages</li> <li>• Skills to train hospital staff as necessary to effectively support breastfeeding</li> <li>• Skills to effectively navigate around conflicting messages between safe sleep and breastfeeding</li> <li>• Skills to ensure that women of color are trained to become skilled lactation support providers</li> </ul>
<u>Multicomponent: Caregiver Education + Health Care Provider Education + Hospital</u>	<u>Nurse Family Partnership (National): Partnering nurses with low income mothers.</u>	<p><b>NPM #5 – Safe Sleep</b></p> <p><u>Population Health</u></p> <p>Ability to conduct surveillance of safe sleep that allows public health practitioners to understand and respond to disparities in safe sleep practices</p>

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

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

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

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

Strategic Planning & Program Design

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

Strategic Alliances & Effective Partnerships

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

Consumer Engagement/Cultural & Linguistic Brokering

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

Policy & Program Implementation

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



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	<ul style="list-style-type: none"> <li>Ability to create/maintain a child death/fatality review process that includes SID/SUID-specific protocols and SID/SUID experts</li> </ul>	<ul style="list-style-type: none"> <li>Ability to effectively reach women of childbearing age with culturally appropriate and compelling safe sleep messages</li> <li>Skills to train hospital staff as necessary to effectively support safe sleep practices</li> <li>Skills to effectively navigate around potentially conflicting messages between safe sleep and breastfeeding</li> </ul>
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Child Health and Adolescent Health		
Evidence-based Strategies	Evidence-informed Strategies	Skill Sets
<b>NPM #6 – Developmental Screening</b> <i>(does NOT include Adolescent Health)</i>		
<p><u>Home Visiting Programs:</u> Utilize Home Visiting/MIECHV programs to provide the Ages and Stages Developmental Screening tool to clients.</p> <p><u>Implementation of Quality Standards:</u> Support statewide learning collaborative for primary care practices + enhanced reimbursement + collaboration with local agencies.</p> <p><u>Provider Training:</u> Train medical and childcare providers on developmental screening.</p>	<p><u>Every Child Succeeds (OH):</u> Building trusting relationships for those with children 0-3.</p> <p><u>Nurse Family Partnership (National):</u> Partnering nurses with low income mothers.</p>	<p><u>Population Health:</u> Ability to conduct surveillance of developmental screening that allows public health practitioners to understand and respond to disparities in screening rates</p> <p><u>Strategic Planning &amp; Program Design</u></p> <ul style="list-style-type: none"> <li>Skills to identify whether programs for which Title V provides oversight, such as home visiting and care coordination, are including evidence-based developmental screening tools</li> <li>Ability to establish mechanisms that ensure that children with identified developmental risks and conditions are linked to a family-centered, community-based, and coordinated system of care</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>Ability to convene multiple disciplines and systems (e.g., education, early childhood education, health, housing,) to assess, coordinate and increase rates of screening</li> <li>Ability to build and/or sustain effective partnerships with primary care providers and early childhood systems, including: <ul style="list-style-type: none"> <li>Partnership with clinicians and child care health consultants</li> <li>Training for clinicians and child care health consultants</li> </ul> </li> <li>Ability to build alliances with local chapters of the American Academy of Pediatrics (AAP), other child-serving organizations, and clinical provider organizations to:</li> </ul>

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		<ul style="list-style-type: none"> <li>• Support developmental screening</li> <li>• Implement quality improvement projects</li> <li>• Establish learning collaboratives</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Ability to partner with parent support groups to promote developmental screening</li> <li>• Ability to assess cultural practices around developmental screening in partnership with parent groups</li> <li>• Ability to partner with consumers to test screening tools for cultural appropriateness</li> <li>• Ability to engage and empower families to be able to seek care and discuss their child's health and health care needs</li> <li>• Ability to ensure that evidence-based screening tool options are available in the most prevalent local languages</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Skills to ensure high quality screening tools are embedded in programs for which Title V has authority</li> <li>• Ability to ensure that screening providers have access to tools and best practices and are trained to use the tools in an evidence-based manner</li> <li>• Ability to refer/connect (or support local public health to refer/connect) children identified through positive screenings to existing services in public health and health care systems</li> <li>• Ability to determine legal authority behind existing memoranda of understanding with governmental agencies</li> <li>• Ability to develop memoranda of understanding with Medicaid and other payers to develop policies that address use of developmental screenings, particularly coverage of standardized developmental screening tools for children at their 9-, 18-, and 30-month visits</li> <li>• Ability to effectively use electronic medical records to support screening as appropriate</li> <li>• Ability to support public and private practitioners in efforts to make accommodations for assessing children with special health care needs</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively communicate with families about the importance of developmental screening</li> <li>• Ability to effectively advocate and communicate with legislators and other policy makers about the importance of developmental screening</li> </ul>
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NPM #7 - Injury Hospitalization	
<p><u>Education During Home Visiting Programs</u>: Provide injury prevention education for families participating in home visiting programs.</p> <p><u>Oversight and Regulation of Innovative Programs</u>: Provide oversight and regulation of innovative programs such as comprehensive home safety assessments.</p> <p><u>Person-to-Person Interventions Outside the Clinical Setting</u>: Adopt person-to-person interventions such as the drug disposal program, Count it! Drop it! Lock it!</p> <p><u>School-Based Interventions</u>: Conduct outreach, education campaigns, and trainings in school-based settings.</p>	<p><u>Every Child Succeeds (OH)</u>: Building trusting relationships for those with children 0-3.</p> <p><u>Boys' Health Advocacy Program (SD)</u>: Increase access to health care services for boys.</p> <p><u>Teen Driving Safety Task Force (UT)</u>: Safe driving education campaign for teens.</p>
	<p><u>Population Health</u></p> <ul style="list-style-type: none"> <li>• Ability to conduct surveillance of child injury that allows public health practitioners to understand and respond to disparities in injury rates</li> <li>• Skills to model drug epidemics, motor vehicle accident patterns, mental health issues, homicides, and other systems-level patterns that influence injury and death rates</li> <li>• Ability to calculate quality-adjusted life years (QUALYs) to quantify impact of child injury in local communities</li> </ul> <p><u>Strategic Planning &amp; Program Design</u></p> <ul style="list-style-type: none"> <li>• Skills to conduct needs assessment using consumer input, especially regarding effective messages about injury prevention</li> <li>• Ability to appreciate how child injury prevention efforts fit into the larger framework of youth development</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Ability to create injury topic-specific task forces that align multiple sectors in injury prevention efforts, including in the task force: <ul style="list-style-type: none"> <li>• Law enforcement</li> <li>• Departments of Education and Transportation</li> <li>• Child Protective Services</li> <li>• Hospitals and community health centers</li> <li>• Universities</li> <li>• Community coalitions</li> <li>• Organizations that serve families and youth</li> <li>• Private sector partners</li> </ul> </li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Ability to understand and leverage cultural context when considering programmatic and policy changes related to childhood injury prevention</li> <li>• Ability to effectively engage youth as peer educators</li> <li>• Ability to develop and promote positive social norms for child safety that are culturally relevant</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Ability to ensure health care providers have access to tools and best practices</li> </ul>

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		<p>regarding injury prevention and are trained to use the tools in an evidence-based manner</p> <ul style="list-style-type: none"><li>• Skills to ensure high quality injury prevention counseling is embedded in programs for which Title V has authority</li><li>• Ability to support regulations that require:<ul style="list-style-type: none"><li>• Smoke detectors, hot water heater temperature controls, and stair safety gates in all homes</li><li>• Protective restraints in cars</li><li>• Pool fencing, self-closing gates, and pool alarms</li><li>• Graduated driver licensing for teens</li><li>• Toy manufacturer safety standards</li><li>• Use of serialized, tamper-proof prescription forms by prescribing physicians</li><li>• Development and use of a prescription drug monitoring program for hospitals</li><li>• Prohibitions on cellphone use (including hands-free) by youth while driving</li></ul></li></ul> <p>Communication</p> <ul style="list-style-type: none"><li>• Skills to effectively reach young adults, parents, and caretakers with injury prevention messages</li><li>• Ability to work with media as part of injury prevention campaigns</li><li>• Ability to alert the public about emerging injury-related trends</li><li>• Ability to describe violence and injury as a health problem</li><li>• Ability to communicate with policymakers and other opinion leaders about the health and financial impacts of injuries and proposed policies</li></ul>
<p><u>Individual Counseling by Health Professionals:</u> Promote physical activity counseling during well-child visits.</p> <p><u>Infrastructure and Environmental Supports for Physical Activity:</u> Promote the development and use of infrastructure that facilitates physical activity (e.g., walking trails, sidewalks, playgrounds, parks).</p>	<p><u>Empower Program (AZ):</u> Promotion of physical activity standards in child care.</p> <p><u>La Vida Sana, La Vida Feliz (IL):</u> Health, nutrition, and fitness promotion program.</p> <p><u>Trauma-Informed Yoga (NV):</u> Specialized yoga for high-risk youth.</p>	<p><b>NPM #8 – Physical Activity</b></p> <p><u>Population Health</u></p> <ul style="list-style-type: none"><li>• Ability to conduct surveillance of physical activity during childhood and adolescence that allows public health practitioners to understand and respond to disparities in physical activity rates</li><li>• Ability to analyze obesity trends and select leverage points for physical activity interventions</li><li>• Ability to develop estimates of death rates related to physical activity rates</li><li>• Ability to calculate quality-adjusted life years (QALYs) to quantify impact of physical activity in local communities</li></ul> <p><u>Strategic Planning &amp; Program Design</u></p> <p>Ability to apply the socio-ecological framework to physical activity interventions</p>

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<p><u>Policies Regarding the Use and Promotion of Local Locations and Resources:</u> Develop policies for the use of local locations and resources (e.g., sporting clubs, community centers, shopping malls, schools) and promote physical activity events at these locations.</p> <p><u>Extracurricular Activities for Physical Activity:</u> Provide chances for children and adolescents to be active via before- and after-school activities.</p>		<p><u>Strategic Alliances &amp; Effective Partnerships</u> Ability to collaborate effectively with broad public health campaigns and the private sector in efforts to increase physical activity</p> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Skills to include children, adolescents, and parents in physical activity intervention planning efforts</li> <li>• Ability to effectively engage youth as peer educators</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Ability to ensure health care providers have access to tools and best practices regarding physical activity counseling and are trained to use the tools in an evidence-based manner</li> <li>• Skills to advocate for mandatory evidence-based physical activity interventions during school</li> <li>• Ability to effectively engage in park/land/school joint-use agreements in support of activities that promote physical activity for children and adolescents</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively communicate with the public about the importance of physical activity</li> <li>• Ability to navigate sensitivities about obesity and provide nuanced communication with children, adolescents and parents to ensure positive engagement</li> <li>• Ability to effectively communicate with policy makers and community leaders about the importance of investing in physical activity policies</li> </ul>
<p><b>NPM #9 – Bullying Prevention</b> (does NOT include Child Health)</p>		
<p><u>Adult-Led Counseling, Mentoring, and Support:</u> Increase youth participation in evidence-based mentoring, counseling, or adult supervision programs.</p> <p><u>Suicide Prevention In-Class Training:</u> Provide learning opportunities and support to youth in the classroom</p>	<p><u>Social Support System (National):</u> Intervention using a whole-school approach.</p> <p>Take the Lead (National): Curriculum-based bullying prevention program.</p> <p><u>Steps to Respect (National):</u> Social-emotional learning resources.</p>	<p><u>Population Health</u></p> <ul style="list-style-type: none"> <li>• Ability to conduct surveillance of bullying that allows public health practitioners to understand and respond to disparities in bullying rates</li> <li>• Skills to effectively analyze all relevant data sources, including school- and county-level data, to identify:             <ul style="list-style-type: none"> <li>• Sub-groups of children affected by bullying</li> <li>• Geographic areas with high prevalence of bullying</li> </ul> </li> <li>• Ability to conduct community-wide bullying assessments where data are otherwise unavailable</li> </ul> <p><u>Strategic Planning &amp; Program Design</u></p>



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<p>regarding bullying and suicide prevention.</p> <p><u>Strengths-Based Classroom Training:</u> Provide classroom training for students on positive youth development and non-violence intervention skills.</p> <p><u>Trauma Training:</u> Provide education for school professionals and the community.</p>	<ul style="list-style-type: none"> <li>• Ability to apply the socio-ecological framework to bullying</li> <li>• Ability to appreciate how bullying prevention efforts fit into the larger framework of youth development</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Ability to identify and capitalize on mutually reinforcing anti-bullying activities with youth development organizations, safety committees, Girls on the Run and similar programs</li> <li>• Ability to partner with schools and afterschool programs to support evidence-based anti-bullying programs</li> <li>• Ability to partner with health care providers and provider organizations to ensure that health care providers screen for emotional distress in youth</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively work with youth to integrate evidence-based anti-bullying interventions in their contexts</li> <li>• Skills to engage youth to support anti-bullying efforts in younger children, including empowering youth to talk about bullying, aggregating stories, and communicating themes</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Ability to support local health departments to participate in anti-bullying activities by sitting on local school and youth development committees to provide input on evidence-based interventions and public health resources</li> <li>• Skills to support local school efforts to build evidence-based anti-bullying initiatives into school curricula</li> <li>• Skills to support the development of early screening tools to detect bullying and follow-up tools to monitor youth who have bullied or been bullied to ensure they get to appropriate resources</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively communicate with youth about bullying-related concepts such as reading social cues, understanding differences, and reflecting on their actions</li> <li>• Ability to promote community-wide anti-bullying public health campaigns for general public/consumers in youth-friendly places like movie theaters</li> <li>• Ability to effectively work with media regarding bullying as a public health issue</li> </ul>
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NPM #16 – Adolescent Well-being  
(does NOT include Child Health)

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<p><u>Expanded Insurance Coverage:</u> Ensure adolescents are enrolled in a health insurance program.</p> <p><u>Patient Reminders/Navigator Programs:</u> Support a patient reminder/navigator program that includes telephone and mailed reminders with transportation services.</p> <p><u>Improving Young Adult Health: State and Local Strategies for Success.</u> This guide outlines five real-life strategies that Title V programs can adopt to improve young adult (YA) health.</p>	<p><u>Hospital Transition Planning Tool (TX):</u> EMR-based tool to improve readiness.</p> <p><u>Boys' Health Advocacy Program (SD):</u> Increase access to health care services for boys.</p> <p><u>Youth Advisory Council (RI):</u> Leadership development through council participation.</p>	<p><u>Population Health</u></p> <ul style="list-style-type: none"> <li>• Ability to conduct surveillance of adolescent well-visit utilization that allows public health practitioners to understand and respond to disparities in utilization of visits</li> <li>• Ability to use population health surveillance to inform proposed delivery system changes</li> <li>• Skills in analyzing how health care delivery systems identify and refer adolescents for appropriate treatment following a well-visit</li> </ul> <p><u>Strategic Planning &amp; Program Design</u></p> <ul style="list-style-type: none"> <li>• Ability to employ qualitative methods in needs assessments with families and communities to identify attitudes about root causes of low use of preventive services</li> <li>• Skills in quality improvement to support providers and health systems in making data-informed decisions</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Skills to create and manage external alliances that engage public health, private health plans, federally qualified health centers, school-based health centers, and Medicaid/Children's Health Insurance (CHIP) to increase awareness of adolescent well visit coverage among providers and patients</li> <li>• Skills to manage public health and inter-governmental partnerships that work to advance the health, safety, and well-being of adolescents and the receipt of preventive services</li> <li>• Ability to foster collaboration between public and private health care providers to increase the utilization and quality of adolescent well-visits</li> <li>• Skills in working with other state agencies and relevant organizations from the private sector to improve access to high quality clinical preventive services by vulnerable groups of adolescents, including youth in foster care, homeless youth, and immigrant youth</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively engage adolescents and young adults in policy and program efforts that attempt to increase utilization and quality of preventive health care services for adolescents</li> <li>• Skills to educate and monitor providers about their responsibilities for accessible interactions with adolescents related to confidentiality of care, youth-centered care, translation services, linguistic access, and American Disabilities Act (ADA) compliance</li> <li>• Ability to assist public health and clinical health programs to provide evidence-</li> </ul>
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based health education to youth and families on topics important to adolescent health including, for example, reproductive and sexual health, navigating the health care system, and inter-generational communications, to adolescents and their families in a variety of settings, including schools, and youth organizations

Policy & Program Implementation

- Ability to create evidence-based practices systems that support the planning and implementation of transition from adolescent to adult services by others e.g. providers, health care systems, local public health, schools
- Skills to support robust and effective referral systems to preventive services in community settings
- Skills to promote health care providers' effective use of youth-oriented community programs as resources to promote healthy development
- Ability to include measurements of family perspectives in program evaluation plans
- Ability to analyze workforce shortage data that impact capacity of communities to provide adolescent well visits
- Ability to analyze and make recommendations to strengthen "adolescent-friendly" payment systems that protect patient confidentiality
- Ability to determine legal authority behind existing memoranda of understanding with governmental agencies in regard to adolescent care
- Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that promote sharing of data and ensure effective services and reimbursement for adolescent care
- Ability to analyze and refine state and health plan policies relevant to confidentiality, minor consent, and explanation of benefits statements

Communication

- Skills to effectively communicate the importance of preventive services with selected adolescent and family audiences
- Skills to effectively communicate with health care providers regarding adolescent use of preventive service visits and enhancing the quality and comprehensiveness of the visit
- Ability to effectively market adolescent health services offered by public health departments in states/territories where Title V provides or supports clinical services for adolescents
- Ability to communicate with adolescents, families, and health care providers information about legal rights related to access and quality of preventive care, especially confidentiality issues related to adolescents

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		<ul style="list-style-type: none"> <li>Ability to select and use traditional and/or social media to communicate the importance of adolescent visits and shift conversation to a culture of health</li> </ul>
<b>NPM #11 – Medical Home</b> <i>(includes Children w/Special Health Care Needs)</i>		
<u>Dedicated Care Coordinators:</u> Use dedicated care coordinators to develop relationships with families to increase timely attendance of well-child visits and respond to the needs of families.	<u>Health-e-Access Telemedicine Program (NY):</u> Diagnosis/treatment using technology.  <u>Hospital Transition Planning Tool (TX):</u> EMR-based tool to improve readiness.  <u>Family Voices of California Project Leadership (CA):</u> Advocacy training for families.	<u>Population Health</u> <ul style="list-style-type: none"> <li>Skills to effectively use data systems for service delivery improvements and reporting</li> <li>Ability to assess and report the quality of medical homes within the state or territory</li> </ul> <u>Strategic Planning &amp; Program Design</u> <ul style="list-style-type: none"> <li>Ability to conduct strengths-opportunities-weaknesses-threat analyses to determine how best to support medical home efforts for children within the state or territory</li> <li>Ability to assess where practices currently fall on the medical home implementation continuum</li> </ul>
<u>Provider Alliance and Mid-Level Providers:</u> Use a provider alliance and mid-level providers to create a "one-stop" medical home model to provide community outreach and coordination of services.	<u>Oregon Care Coordination Program (OR):</u> Support and resources for CYSHCN.	<u>Strategic Alliances &amp; Effective Partnerships</u> <ul style="list-style-type: none"> <li>Ability to convene stakeholders to:               <ul style="list-style-type: none"> <li>Ensure knowledge of, visualize and analyze current medical homes in local communities</li> <li>Advance medical home service utilization</li> <li>Identify, understand, and remove barriers to receiving care in medical homes</li> <li>Support the establishment of new medical homes as appropriate</li> <li>Build and Maintain a coordinated system from the state/territory level</li> </ul> </li> </ul>
<u>Shared Care Coordination with Home Visiting:</u> Develop early connections to a medical home through care coordination and collaboration with home visiting.		<u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u> <ul style="list-style-type: none"> <li>Skills to promote patient- and family-centered care that ensures shared decision making for families who use medical homes</li> <li>Ability to assess cultural competence of services received by families who use medical homes</li> <li>Skills to support an official role for underserved families in larger stakeholder medical home efforts</li> </ul>
<u>Provider-School Partnerships:</u> Develop partnerships between primary care providers (PCPs) and school-based health centers (SBHC) to create an expanded medical home model based on care coordination.		<u>Policy &amp; Program Implementation</u> <ul style="list-style-type: none"> <li>Skills in quality improvement to:               <ul style="list-style-type: none"> <li>Help guide medical home practices on workflow, ensuring quality health care delivery</li> </ul> </li> </ul>

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		<ul style="list-style-type: none"> <li>• Ensure high quality services in medical homes for which Title V has authority</li> <li>• Ability to assist in the development of comprehensive care plans/care planning in medical homes that are driven by families and shared across systems</li> <li>• Ability to adapt standards for pediatric practices, such as the National Committee for Quality Assurance, in medical homes</li> <li>• Ability to implement or support telemedicine clinics as part of medical home model</li> <li>• Ability to determine legal authority behind existing memoranda of understanding with governmental agencies about medical homes</li> <li>• Skills to develop memoranda of understanding with Medicaid and other payers that includes language providing for payment reforms that support medical homes and care integration models</li> <li>• Ability to ensure that Title V-sponsored care coordinators are trained to make and ensure completion of referrals to medical homes</li> <li>• Ability to include measurements of family perspectives in program evaluation plans</li> <li>• Ability to ensure that medical homes can meet the needs of both typically developing children and those with special health care needs</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Ability to communicate effectively with providers, families, and community stakeholders to align systems and ensure medical homes serve all children who need them</li> <li>• Ability to use traditional and/or social media marketing/outreach to communicate effectively with the public about the importance of medical homes for children and families</li> </ul>
<p><u>Six Core Elements Adaptation with Quality Improvement (QI):</u></p> <p>Incorporate the Six Core Elements in a learning collaborative or medical center/hospital system with built-in QI activities.</p> <p><u>Training/Educating Youth:</u></p> <p>Provide training including</p>	<p><u>Community Systems Building Grants for CYSHCN (NC):</u></p> <p>Capacity-building to launch innovative strategies and county-level and service delivery system change.</p> <p><u>PATCH Program (WI):</u></p> <p>Improve transition and overall health care experiences.</p>	<p style="text-align: center;"><b>NPM #12 – Transition</b> <i>(Includes Children w/Special Health Care Needs)</i></p> <p><u>Population Health</u></p> <ul style="list-style-type: none"> <li>• Ability to conduct surveillance of adolescents who should be transitioning into adult care each year using state-specific transition tables from the 2009-10 National Survey of Children with Special Health Care Needs (NSCSHCN) or other state-specific data sources that allows public health practitioners to understand and respond to disparities in transition rates</li> </ul> <p><u>Strategic Planning &amp; Program Design</u></p> <ul style="list-style-type: none"> <li>• Ability to employ qualitative methods in needs assessments with families,</li> </ul>



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<p>communication and social media for adolescents with and without special health care needs who are ready for transition to adult health care.</p> <p><u>Peer Support and Mentorship:</u> Create a peer support and mentorship program or adolescent advisory council to discuss issues around health care transition.</p> <p><u>Transition Care Coordination Services:</u> Use care coordinators at clinics to help with appointments, scheduling, education, and other health care transition services.</p>	<p><u>Care Connection for Children (VA):</u> Care coordination for CYSHCN.</p>	<p>providers and communities to identify attitudes about and root causes of low use of transition services</p> <ul style="list-style-type: none"> <li>• Ability to align health care transition efforts with other life skills initiatives for young adults</li> <li>• Ability to perform a strengths-opportunities-weaknesses-threat analyses to consider ways to best support transition within the state/territory</li> <li>• Skills in quality improvement to support providers and health systems in making data-informed decisions</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively convene diverse partners in establishing a common goal around coordination of transition, including: <ul style="list-style-type: none"> <li>• Health care systems</li> <li>• Insurers</li> <li>• Health care providers</li> <li>• Education systems</li> <li>• Behavioral health</li> <li>• Disability support and advocacy organizations</li> </ul> </li> <li>• Organizations representing families, youth, and youth adults with special health care needs</li> <li>• Ability to build capacity at local level to facilitate coalitions of partners to mobilize around transition planning</li> <li>• Ability to work with state pediatric, family medicine, internal medicine, and nursing leadership to expand educational efforts about evidence-informed transition efforts</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>• Skills to effectively engage and partner with families/caregivers, youth and young adults in transition quality improvement efforts</li> <li>• Ability to connect with existing patient navigators and care coordination systems to align transition efforts</li> <li>• Skills to facilitate self-determination, leading to independence for youth, in systems where Title V programs are directly responsible for transition</li> <li>• Utilize the Got Transition assessment tools to do an initial assessment and document improvement of involvement of youth and families in their transition approach</li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Ability to critically review transition strategies and measures suggested by MCHB</li> </ul>
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EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS

		<p>and Got Transition</p> <ul style="list-style-type: none"><li>• Ability to analyze when efforts should move beyond programs and clinics toward supporting broader system changes that support funding of transition, especially for youth with special health care needs</li><li>• Ability to leverage the Affordable Care Act (ACA) provisions that allow children to stay on parent insurance through the age of 26</li><li>• Ability to determine legal authority behind existing memoranda of understanding with governmental agencies in regard to transitioning services</li><li>• Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that ensure effective transition</li><li>• Ability to work with state pediatric, family medicine, internal medicine, and nursing leadership to expand educational efforts of evidence-based transition efforts</li><li>• Ability to include measurements of family perspectives in program evaluation plans</li></ul> <p><u>Communication</u></p> <ul style="list-style-type: none"><li>• Ability to effectively communicate with families, youth and adults about the importance of early and ongoing transition planning, especially for those with special health care needs</li><li>• Ability to use life course language to communicate importance of transition services</li><li>• Ability to adapt transition language to make it understandable for individuals outside MCH programs</li><li>• Ability to effectively communicate positively with both pediatric and adult leaders, medical educators, and clinicians about evidence-based transition strategies</li></ul>
<p><u>Public Insurance Coverage (13.2):</u> Collaborate with Medicaid to increase the number of children and youth who have had a preventive dental visit in the past year.</p> <p><u>School/Preschool Interventions (13.2):</u> School-Based Dental Services/Head Start Participation: Increase oral</p>	<p><u>Virtual Dental Home (HL):</u> Community-based dental services.</p> <p><u>Children's Dental Services (MN):</u> Safety net services for underserved populations.</p> <p><u>Home by One Program (CT):</u> Trainings for parents, case managers, and providers.</p>	<p><u>Population Health</u></p> <ul style="list-style-type: none"><li>• Ability to conduct surveillance of oral health services during pregnancy, early childhood and adolescence that allows public health practitioners to respond to disparities in utilization of oral health services</li><li>• Ability to identify workforce shortage areas related to:<ul style="list-style-type: none"><li>• Dental provider adequacy</li><li>• Dental provider competencies</li><li>• Primary care provider competencies</li><li>• Excess utilization of emergency care for preventable dental problems</li></ul></li></ul>

Strategic Planning & Program Design

INTERGOVERNMENTAL AGREEMENT (IGA)	
ATTACHMENT B	
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<p>health referrals among children and youth through School Based Health Centers (SBHCs).</p> <p><u>Provider Education (13.1):</u> Collaborate with Early Head Start programs, home visiting programs, and/or Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) clinics to train staff to provide preventive oral health care to pregnant women and referrals to oral health professionals for dental visits.</p> <p><u>Caregiver Education/Counseling (13.2):</u> Increase preventive dental visits by sharing postcards with information on dental enrollment and appointments.</p>	<ul style="list-style-type: none"> <li>• Ability to support integration of medical and dental records for pregnant women, adolescents, and children</li> <li>• Skills to support robust and effective oral health referral systems in community settings for oral health</li> <li>• Ability to identify and implement evidence-based practices to address provider shortages and provider competencies</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Ability to convene and train medical and dental providers to:             <ul style="list-style-type: none"> <li>• Include oral health promotion in primary care settings</li> <li>• Include primary care health promotion in oral care settings</li> <li>• Establish/improve bi-directional referral and follow-up systems</li> </ul> </li> <li>• Ability to effectively partner with Medicaid, dental providers, and professional oral health organizations to assess and improve systems for pregnant women and youth, including those with special health care needs</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u> Ability to consider local community culture to identify the most effective strategies and channels of communication for oral health messages</p> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>• Skills to ensure that high quality oral health counseling is:</li> <li>• Embedded in programs for which Title V has authority (including medical home initiatives and EPSDT)</li> <li>• Offered by providers that serve pregnant women, adolescents, and children, including children and youth with special health care needs</li> <li>• Skills to support robust and effective referral systems for oral health services within all programs Title V delivers</li> <li>• Ability to determine legal authority behind existing memoranda of understanding with governmental agencies in regard to dental services</li> <li>• Skills to develop memoranda of understanding with Medicaid and other payers to develop policies that ensure effective services and reimbursement for oral health services</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>• Ability to communicate with policymakers about oral health and financial impacts of poor oral health</li> <li>• Ability to write and disseminate policy briefs and media messages that effectively increase awareness of the need for oral health care during pregnancy,</li> </ul>
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INTERGOVERNMENTAL AGREEMENT (IGA)	
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EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS	
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		<p>capitalizing on pregnancy insurance coverage benefits</p> <ul style="list-style-type: none"> <li>• Ability to communicate, via traditional and social media, accurate, consistent and motivational oral health messages for pregnant women and children, including the benefits of sealants</li> <li>• Ability to effectively communicate with dentists and professional dental organizations to highlight the guidelines about dental care during pregnancy, infancy, and early childhood</li> <li>• Ability to communicate with medical homes about the importance of oral health</li> <li>• Ability to communicate with prenatal care providers about the importance of oral health</li> <li>• Skills to create effective public health messages about the negative impact poor oral health has on school readiness and academic achievement</li> <li>• Skills to create effective public health messaging about the relationship between poor oral health care and chronic health conditions such as gum disease, diabetes, heart disease, and stroke</li> </ul>
<b>NPM #14 - Smoking</b>		
<p><u>Telephone Counseling + Education Materials:</u> Provide telephone counseling + educational materials to reduce children's exposure to secondhand smoke in the home.</p> <p><u>Incentives:</u> Incentives to reduce smoking during pregnancy.</p> <p><u>Health Education:</u> Provide health education to reduce smoking during pregnancy.</p> <p><u>Clinic-based Counseling + Education Materials:</u> Provide in-person counseling + educational materials during visits with a health care provider to reduce child exposure to secondhand smoke</p>	<p><u>Baby and Me Tobacco Free (National):</u> Tobacco cessation counseling &amp; management.</p> <p><u>One Tiny Reason to Quit (VA):</u> Social marketing directed to African-Americans.</p> <p><u>Internal Care Program (AZ):</u> Care coordination and health education.</p>	<p><u>Population Health</u></p> <ul style="list-style-type: none"> <li>• Ability to conduct surveillance of tobacco use during pregnancy and adolescence that allows public health practitioners to understand and respond to disparities in smoking rates</li> <li>• Ability to develop estimates of death rates and implications based on tobacco use rates</li> <li>• Ability to calculate quality-adjusted life years (QUALYs) to quantify impact of tobacco use in local communities</li> </ul> <p><u>Strategic Planning &amp; Program Design</u></p> <ul style="list-style-type: none"> <li>• Ability to effectively leverage home visiting and other programs for which Title V has authority as a way to assess and address household tobacco use</li> <li>• Ability to apply the socio-ecological framework to smoking during pregnancy and household smoking</li> </ul> <p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>• Ability to collaborate to promote policy solutions with public housing officials, Medicaid and other payers for secondhand smoke interventions</li> <li>• Ability to address economic interests related to tobacco use among various stakeholders</li> <li>• Ability to effectively negotiate and utilize conflict resolution skills to support local partners in enforcement of smoke-free areas</li> </ul>





**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**ATTACHMENT B**  
**EVIDENCE-BASED AND EVIDENCE-INFORMED STRATEGIES FOR MCH DOMAINS**

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<p><u>Health Insurance Enrollment Outreach and Support</u>: For un-/under-insured families.</p> <p><u>Patient Navigators</u>: Provide care coordination to guide patients through supports.</p> <p><u>Strategies</u> states are using to improve and finance care for CYSHCN</p>	<p>Advocacy/case management for mothers.</p> <p><u>MN Care Coordination Systems Assessment and Action Planning (MN)</u>: Care Coordination assessment.</p>	<p><u>Strategic Alliances &amp; Effective Partnerships</u></p> <ul style="list-style-type: none"> <li>Ability to collaborate with partners to promote insurance coverage, including: <ul style="list-style-type: none"> <li>Accountable care organizations (ACOs) and managed care organizations (MCOs)</li> <li>Medicaid and Children's Health Program (CHIP)</li> </ul> </li> <li>Ability to align efforts to enroll children in health insurance with other initiatives related to insurance coverage for the population as a whole</li> </ul> <p><u>Consumer Engagement/Cultural &amp; Linguistic Brokering</u></p> <ul style="list-style-type: none"> <li>Skills to engage consumers, especially families of children and youth with special health care needs, to: <ul style="list-style-type: none"> <li>Serve as peer educators</li> <li>Provide input into Title V outreach effort plans</li> </ul> </li> </ul> <p><u>Policy &amp; Program Implementation</u></p> <ul style="list-style-type: none"> <li>Skills to identify, assess, and select appropriate outreach and enrollment activities for state and local jurisdictions</li> <li>Skills to train local health agencies and health care providers to effectively inform families about insurance coverage options</li> <li>Skills to support robust and effective referral systems for insurance enrollment</li> <li>Skills to assist with enrollment in insurance for children</li> </ul> <p><u>Communication</u></p> <ul style="list-style-type: none"> <li>Skills to effectively communicate with families about insurance coverage options</li> <li>Ability to effectively use traditional and social media to conduct outreach for insurance enrollment</li> <li>Ability to communicate effectively with decision makers/local legislators regarding: <ul style="list-style-type: none"> <li>The health impacts of insurance coverage</li> <li>The economic benefits of insurance coverage</li> <li>Ability to effectively communicate with decision makers/legislators regarding the importance of adequate coverage for children (CHIP reauthorization, Medicaid expansion, etc.)</li> </ul> </li> </ul>
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See Child Health and Adolescent Health:  
NPM #11 – Medical Home



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

Arizona Department of Health Services  
Accounting/Contracts  
150 N 18th Ave, Ste 280  
Phoenix, Arizona 85007

**CONTRACTOR'S EXPENDITURE REPORT**

1. Contract Number ADHS

2. Contractor Name \_\_\_\_\_

3. Title of Program \_\_\_\_\_

4. Reporting Period: \_\_\_\_\_ To \_\_\_\_\_

Purchase Order No. \_\_\_\_\_ PO- \_\_\_\_\_

☐ X Cost Reimbursement -  
Commissive Actual Expenditures  
☐ Fixed Price  
☐ Periodic Report  
☐ FINAL REPORT

Contractor's Detailed Statement of Expenditures and Fixed Price				
APPROVED BUDGET (Matches ORIGINAL Contract Price Sheet)	REVISED BUDGET (from ADHS INTERNAL Adjustments)	Prior Report Period Year to Date Expenditures (b)	Current Reporting Period Expenditures (c)	Total Year to Date Expenditures (d)
<b>A. Account Classification:</b>				
Personnel Services				\$ -
ERE				\$ -
Professional and Outside Services				\$ -
Travel				\$ -
Occupancy				\$ -
Other Operating				\$ -
Capital Outlay				\$ -
Indirect				\$ -
Total	\$ -	\$ -	\$ -	\$ -

<b>ADHS USE ONLY</b>		<b>THIS SECTION FOR ADHS ACCOUNTING USE ONLY</b>	
ADHS PROGRAM		Total Expenditures or Total Fixed Price	
COORDINATOR CERTIFICATION:		Adj (if required):	
<input type="checkbox"/> Performance satisfactory for payment		Less: Year to date payments	
<input type="checkbox"/> Performance unsatisfactory, withhold payment		Adj (if required):	
<input type="checkbox"/> No payment due		Net payment due:	
PROGRAM COORDINATOR SIGNATURE/DATE	FUNCTION	PPC	BFY
			AMOUNT

7. CONTRACTOR CERTIFICATION

I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information is valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.

AUTHORIZED CONTRACTOR'S SIGNATURE / TITLE / DATE \_\_\_\_\_

PLEASE PRINT - PREPARED BY / PHONE NUMBER \_\_\_\_\_

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>ATTACHMENT D</b> <b>FINANCIAL SUPPORTING DOCUMENTATION</b>
IGA2020-040	

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

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

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

<b>Supporting Documentation of Expenses</b>			
<b>Line Item</b>	<b>Supporting Documentation Needed</b>	<b>Applicable Manual</b>	
		<b>State of Arizona Accounting Manual (SAAM)</b>	<b>Office of Management &amp; Budget Code of Federal Regulation 2 (CFR) Part 200 (OMB)</b>
<b>Personnel</b>	<ul style="list-style-type: none"> <li>• Staff time sheets /labor distribution, <b>and</b></li> <li>• Staff pay stubs or electronic pay records</li> </ul> <p><i>Please note that signatures must be in the form of an electronic signature with a time/date stamp (if converted to a PDF) or must be hand-written. Names that are typed out (regular font or cursive) are not allowable and can be considered a finding if ever audited. Signatures must indicate true authenticity of the signer.</i></p>	<b>Topic 55 Section 05 &amp; 15</b>	<b>2 CFR 200.430</b>
<b>Employee Related Expenses (ERE)</b>	<ul style="list-style-type: none"> <li>• Staff pay stubs <b>or</b> electronic pay records</li> </ul>	<b>Topic 55 Section 05 &amp; 15</b>	<b>C CFR 200.431</b>
<b>Professional &amp; Outside Services</b>	<ul style="list-style-type: none"> <li>• Paid invoice for service</li> </ul>	<b>Topic 45 Section 20</b>	<b>2 CFR 200.302(3)</b>
<b>Travel</b>	<u>Out-of-state and In-state (out of Contractor area)</u>	<b>Topic 50 Section 05</b>	<b>2 CFR 200.474</b>

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>ATTACHMENT D</b> <b>FINANCIAL SUPPORTING DOCUMENTATION</b>
IGA2020-040	

	<u>Travel reimbursements</u> claim form which includes traveling employee's name, date(s) of travel, time of departure and return, reason for travel, claim signed by traveler and their supervisor <b>and</b> <ul style="list-style-type: none"> <li>Itemized copies of all receipts - hotel, meals, transportation, etc.</li> <li>Copy of the meeting/conference agendas</li> </ul> <u>Mileage claims</u> that include start & end odometer readings, travel to/from, date of travel, signed by employee and supervisor  <i>Please note that signatures must be in the form of an electronic signature with a time/date stamp (if converted to a PDF) or must be hand-written. Names that are typed out (regular font or cursive) are not allowable and can be considered a finding if ever audited. Signatures must indicate true authenticity of the signer.</i>	<b>Section 25</b> <b>Section 45</b> <b>Section 55</b> <b>Section 95</b>	
<b>Occupancy</b>	Bill, invoice, receipt or lease agreement and allocation breakdown	<b>Topic 45</b> <b>Section 20</b>	<b>2 CFR 200.302(3)</b>
<b>Other Operating</b>	<ul style="list-style-type: none"> <li>Itemized receipts and/or paid invoice to supplier</li> <li>Percentage being billed, if expenses are divided amongst multiple programs</li> </ul>	<b>Topic 45</b> <b>Section 20</b>	<b>2 CFR 200.302(3)</b>
<b>Capital Outlay</b>	<ul style="list-style-type: none"> <li>Paid invoice for service</li> </ul>	<b>Topic 45</b> <b>Section 20</b>	<b>2 CFR 200.302(3)</b>
<b>Indirect</b>	<ul style="list-style-type: none"> <li>Contract Itemized Price Sheet</li> <li>RFGA Budget Worksheet</li> <li>Federally approved indirect cost letter</li> </ul>	<b>Topic 70</b> <b>Section 40</b>	<b>2 CFR 200.414</b> <b>Appendix III Part 200</b> <b>Appendix IV Part 200</b>



<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
IGA2020-040	<b>ATTACHMENT E</b>
	<b>LINE ITEM BUDGET MOVE REQUEST</b>

Note: This document is provided only for County use to assist with tracking budget line item moves to determine if/when a contract amendment needs to be requested.

**BUDGET LINE ITEM MOVES**

<b>Revised Budget Per 25% Movement Between Line Items</b> (Budget moves exceeding 25% of total annual budget or to a non-funded line item will require a contract amendment.)						
Account Classification	Approved Contract Budget	Total Budget Change 00/00/00	Total Budget Change 00/00/00	Total Budget Change 00/00/00	Revised Budget *	% of Budget Change
Personnel Services					\$0.00	#DIV/0!
ERE					\$0.00	#DIV/0!
Professional & Outside Services					\$0.00	#DIV/0!
Travel Expenses					\$0.00	#DIV/0!
Occupancy Expense					\$0.00	#DIV/0!
Other Operating Expenses					\$0.00	#DIV/0!
Indirect					\$0.00	#DIV/0!
<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
<b>Total Amount &amp; Percentage of Movement Request</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-040	ATTACHMENT F REQUEST FOR PURCHASE OF FOOD

## Request for Purchase of Food

*When food costs exceed the allowable thresholds (\$500 per event and cumulative cost less than \$5,000 annually), requests to purchase food shall be required by completing the Request for Purchase of Food form and submitting to the MCH HAF Program Manager.*

**Agency Name:**

**MCH HAF IGA Contract Number:**

A. A description of the event, including the public purpose of the meeting, the programmatic benefit of the meeting, how the benefit of the meals or refreshments exceeds the cost, and any alternatives that have been considered:

B. A description of the target audience:

C. An estimate of the number of participants and a breakout of the number of staff and the estimated number of participants:

D. A description of the meals or refreshments to be provided and the estimated cost:

E. The funding source(s) for the food:

F. A draft agenda or similar document with beginning and ending times of the meeting, and the activities planned to coincide with the meals/refreshments:

G. The name(s), title(s), contact number(s) and email address(s) of the contact for the event (if there are several individuals involved, please list all of them, along with the other information listed above):

H. This request form and the supporting documentation establish a clear purpose for the event. As the contractor, you certify that this event serves a valid public purpose and the meals, or refreshments do not violate **Article 9, Section 7**, "Gift or Loan of credit; subsidies; stock ownership; joint ownership" of the Arizona Constitution."

County Program Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

BWCH Financial Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

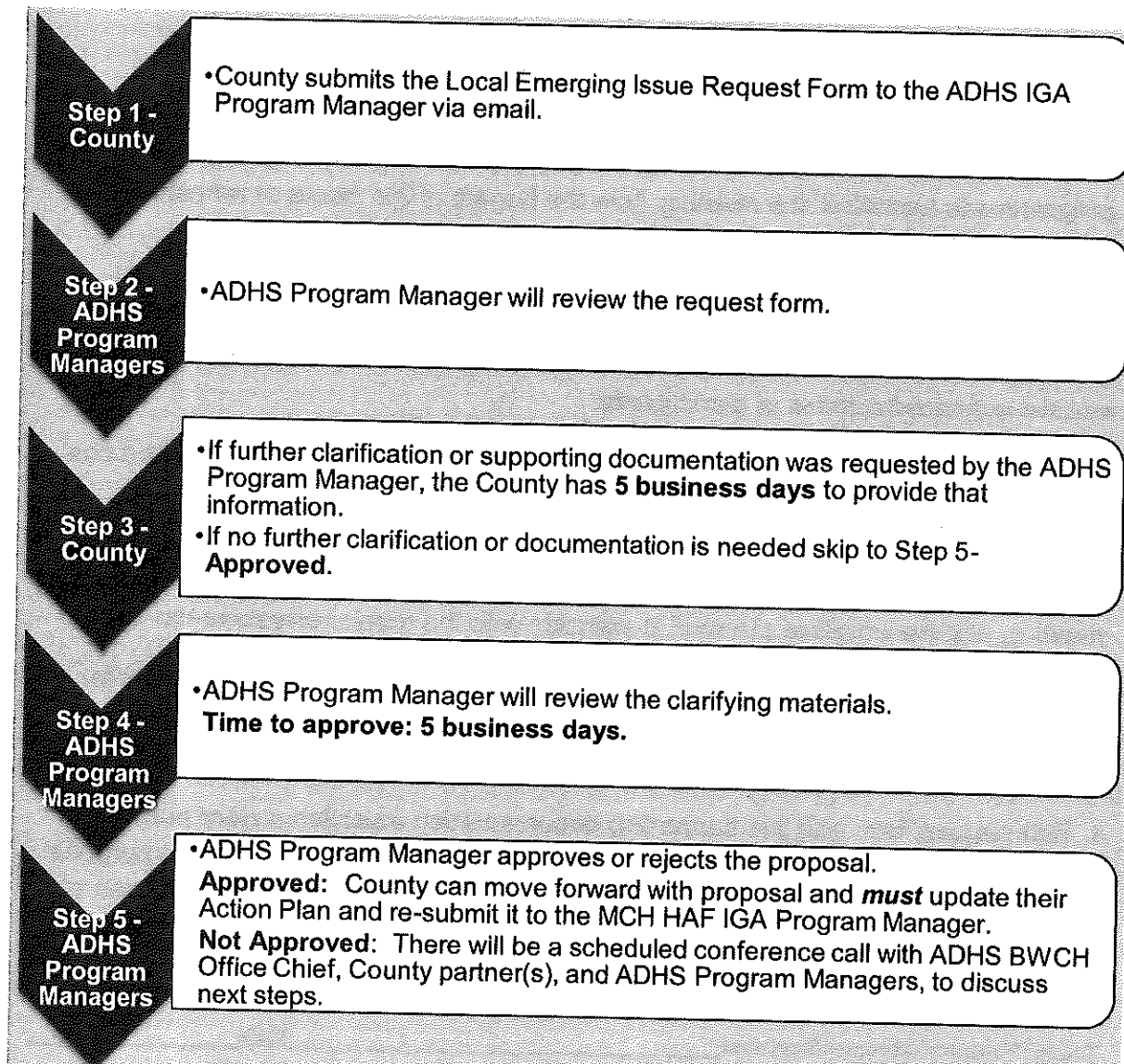
MCH HAF Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT G EMERGING ISSUES APPROVAL PROCESS
IGA2020-040	

The local emerging issues approval process should be followed by the County partners when seeking to work on local emerging issues within the MCH HAF IGA. ADHS requires justification of the local emerging issue and the County staff can work with their designated program manager to identify potential documentation that will be acceptable.

This document was created in order to have a clear approval process in place. By following these steps, the local emerging issues' proposals will be approved in a timely manner, without delay.



Note: Time frame for ADHS approval may be outside of the 5 business days listed above based on the emerging issue, program, and funding guidelines.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>ATTACHMENT G</b> <b>EMERGING ISSUES APPROVAL PROCESS</b>
IGA2020-040	

Please Fill in the Local Emerging Issue Request Form

Local Emerging Issue Request	Responses
Program Area	Choose one: <b>MCH HAF IGA:</b> <input type="checkbox"/> Family Planning <input type="checkbox"/> Maternal Child Health <input type="checkbox"/> Children and Youth with Special Health Care Needs
Proposed Local Emerging Issue(s)/Project Title	
Staff Members Working on Project (List Names and Titles)	
Source (s) of the Projected Funds	
Time Period (Dates) That the Funds Will Be Utilized/Spent	
Proposed Funding Total	
Proposed Staff Time Spent	
Justification for Use of Funds (i.e. documentation from Health Officer on the emerging issue, County data, etc.)	
How Does This Project Connect with the MCH HAF IGAs?	
Population(s) or System(s) Impacted	
Describe How You Propose to Evaluate the Project to Show Impact/Success	
If Also Allocating Non-Personnel Resources (supplies, travel, etc.) Please Indicate That Here and Provide Funding Total and Justification for Use of Funds	
Line Item Budget is Attached (If cost sheet created please attach)	

**ADHS Use Only:**

Request is: ☐ Approved ☐ Rejected

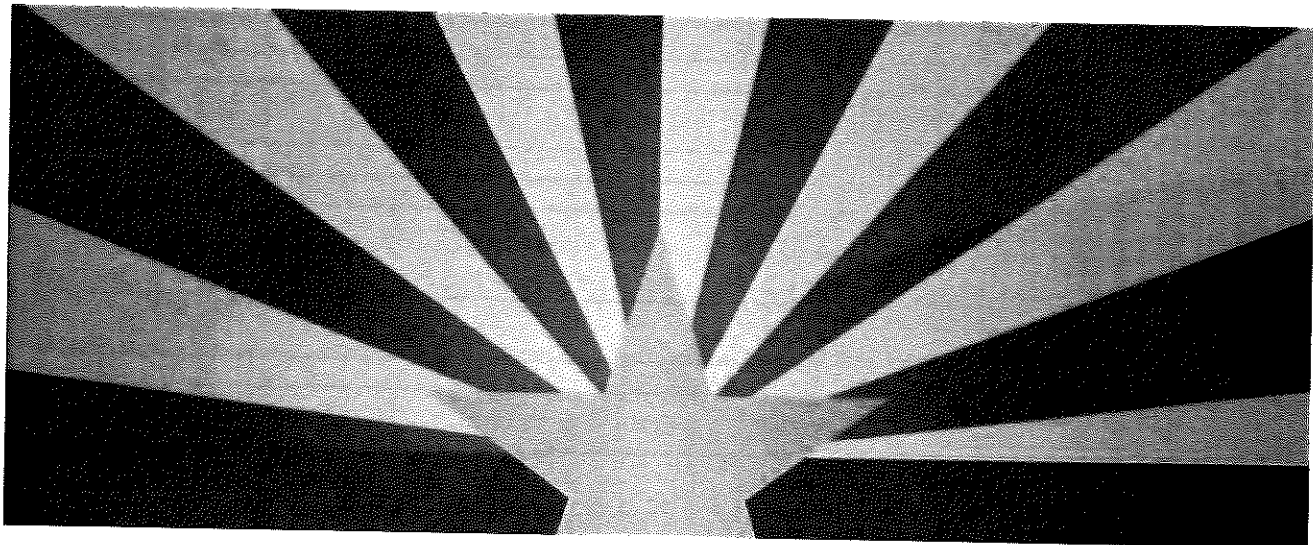
--Insert e-Signature--

Staff Signature and Date

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>ATTACHMENT H</b> <b>FAMILY PLANNING POLICY &amp; PROCEDURES MANUAL</b>
IGA2020-040	



**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**



## **Title V**

# **Reproductive Health/Family Planning Program**

## **Policies and Procedures Manual**



<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>ATTACHMENT H</b> <b>FAMILY PLANNING POLICY &amp; PROCEDURES MANUAL</b>
IGA2020-040	

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IGA2020-040	<b>ATTACHMENT H</b> <b>FAMILY PLANNING POLICY &amp; PROCEDURES MANUAL</b>

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## CHAPTER 1: INTRODUCTION

### 1.1 Program Background and Description

The mission of the Bureau of Women's and Children's Health (BWCH) is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." This is accomplished through the provision of community-based services and the facilitation of systems development. The Bureau of Women's and Children's Health administers the federal Maternal Child Health Title V Block Grant and other federally funded programs, as well as private and state supported programs.

The Bureau of Women's and Children's Health, Reproductive Health/Family Planning Program is a statewide, clinic-based, program that provides comprehensive family planning and reproductive health services to promote optimal health to Arizona's men and women. Services include education, screening, counseling, and medical and referral services that enable people to make voluntary and informed decisions. Program services are preventive health services that enhance maternal and infant health, and the emotional and social health of the individual and the family.

Reproductive health and family planning is a cost effective intervention that plays a key role in health care delivery. Clinics are often the entry point into the health care system, and may be the only source of health care for the low income, for the young, and for the underinsured and the uninsured. Program services promote responsible and healthy lifestyles by providing accurate information, education, and counseling to people regarding their reproductive health and family planning options. Program services provide individuals with the information and means to exercise personal choice in determining the number and the spacing of their children.

Research indicates that women who can plan and space their pregnancies are likely to have healthier babies. The reduction of unplanned pregnancy increases the likelihood that women will receive early and continuous prenatal care. Improved birth outcomes include a reduction of birth defects, decreases in infant mortality, and decreases in the incidence of low birth weight babies. An important social statistic indicates that children born to individuals who are prepared for them are less likely to be abused and/or neglected.

Clients receive initial or annual exams which include a choice of a family planning method, cancer and Sexually Transmitted Infection (STI) screenings. Clients also receive treatment as indicated, pregnancy testing, counseling, education, and referrals to other medical services as needed. It is vital that reproductive health and family planning services be available, accessible, and linked to other types of necessary medical, social, educational, and financial resources in communities throughout Arizona.

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## **1.2 Authority for the Program**

Arizona Revised Statutes, ARS §36-104(1)(c)(i), authorizes the Director of the Arizona Department of Health Services (ADHS) to administer community health services which are to include medical service programs for family planning.

## **1.3 Mission Statement**

The mission of the Reproductive Health/Family Planning Program is:

- A. To provide preventive health services to enhance the emotional, physical, and social health and well-being of mother's, children, and the whole family unit.
- B. To enable individuals to make and implement educated personal decisions regarding the quantity and spacing of their children
- C. To make reproductive health and family services available and easily accessible to all who seek such assistance

## **1.4 Reproductive Health/Family Planning, Maternal and Child Health Block Grant**

To assure that mothers and children (in particular, those with low income or with limited access to health services) receive quality maternal and child health services, the United States Congress enacted Title V of the Social Security Act. Title V provides funds via the federal Maternal and Child Health Services Block Grant for the health promotion of mothers and children, particularly through preventive and primary care services for the low-income population. Title V also provides support for prenatal care, delivery assistance, and postpartum care for low-income mothers. Recognizing that reproductive health and family planning services are important components of maternal and child health care, the Bureau of Women's and Children's Health contributes a portion of this block grant to address various reproductive health and family planning needs.

The funding for reproductive health and family planning services administered by the Bureau of Women's and Children's Health is supported entirely by dollars received from the federal Maternal Child Health Title V Block Grant.

## **1.5 Other Reproductive Health/Family Planning Programs**

- A. **Infertility Prevention Project (IPP) Referrals**  
Gonorrhea and chlamydia infections are considered major cause of pelvic inflammatory disease (PID), ectopic pregnancy and related infertility among women in Arizona and in the United States. ADHS Sexually Transmitted Disease Control Program (STDPCP) manages the IPP component of the CDC Comprehensive STD Prevention Services (CSPS) Cooperative Agreement grant. The overall goal of the IPP is to assess and reduce the prevalence of chlamydial and gonococcal infection, and associated complications through increased education and training, targeted screening, timely, and effective treatment, effective partner referral and treatment, and dissemination of chlamydia-related information to providers and policy makers



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in order to reduce infertility among women through the screening and treatment of chlamydia.

Should the contractor choose to participate in this program, the Contractor agrees to:

1. Provide universal chlamydia and gonorrhea screening for all women at Title V Health Clinics, during the first visit and annually thereafter. Prevalence requirements may change as funds for testing dictates.
2. Provide client level services including treatment, education and counseling, as well as partner elicitation and services.
3. Provide staff training in the process for collecting specimens, client education, referral, confidentiality, reporting, and requisition of laboratory supplies.
4. Provide comprehensive reports in a timely manner as dictated

Contingent upon the availability of IPP funds, ADHS' contracted laboratory will provide Contractor testing collection kits for the target population of women 25 years of age and younger at no cost. Failure to adhere to Region IX Infertility Prevention Chlamydia Clinical Guidelines may result in elimination of Chlamydia testing funds.

Contingent upon availability, IPP agrees to provide Contractor with dosages of azithromycin at no charge for treatment of Title V patients. If azithromycin is no longer available, Contractor will provide treatment at Contractor's expense or provide appropriate referrals for target population for treatment of a positive Chlamydia test result. Contractor agrees to submit the IPP Azithromycin Usage Report on a monthly basis to IPP.

**B. Title X, Public Health Service Act**

Congress enacted the Family Planning Service and Population Research Act, which added Title X, Population Research, and Voluntary Family Planning Programs, to the Public Health Service Act. Title X is administered by the Office of Population Affairs, a department within the U.S. Department of Health and Human Services. The regulations governing Title X are contained in the Code of Federal Regulations, (CFR), (42 CFR, Subsection A, Part 59). These regulations govern the provision of family planning services nationwide. In Arizona, The Arizona Family Health Partnership (AFHP) administers these funds and services. All clinics provide basic medical, educational, and counseling services related to contraception and pregnancy testing. These services are targeted for low-income women and men.

**C. Title XIX**

Title XIX of the Social Security Act funds federal Medicaid programs. Arizona's version of the Medicaid program is the Arizona Health Care Cost Containment System (AHCCCS). AHCCCS acts as the health insurer for low income Arizonans who qualify for various state and federal programs. Enrollees are entitled to receive health care benefits, including family planning services through prepaid managed care health plans. Family planning services are covered services for Title XIX enrollees, but

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AHCCCS health plans may elect at the time of contract negotiations not to provide family planning services directly. In those cases, services must be made available on a fee-for-service basis through referrals to AHCCCS registered providers.

## **1.6 Program Goals and Objectives**

- A. The overall goal of the Reproductive Health/Family Planning Program is to provide comprehensive health services to promote optimal health, outcomes, and wellness for all Arizonans.
  - 1. Related goals include:
    - a. Promoting safe sexual behaviors
    - b. Improving access to quality health care
    - c. Improving maternal and infant health
  - 2. The related Bureau of Women's and Children's strategic plan priority is to improve the health of women prior to pregnancy.
- B. The objectives of the Reproductive Health/Family Planning Program are to:
  - 1. Decrease the teen pregnancy rate by providing reproductive health and family planning education, counseling, medical care, and referral services to adolescents statewide
  - 2. Ensure access to health care by providing reproductive health and family planning education, counseling, medical care, and referral services to low- income individuals living in rural and other underserved areas

By meeting these objectives, Program services aim to improve birth outcomes by reducing birth defects, decreasing infant mortality, and decreasing the incidence of low birth weight babies. These services also aim to improve the emotional and social health of the individual and the family by decreasing the stress that can be caused by an unplanned pregnancy.

## **1.7 The Purpose of this Manual**

The purpose of this manual is to document the Reproductive Health/Family Planning policy and procedures for the Maternal and Child Health Title V Block Grant Contractors to use in development, implementation, and management of the Program. The manual is to be used to supplement terms of the contracts as indicated in the Scope of Work (SOW). Program Contractors, Department Administration, and other interested parties are to use this manual for reference and to provide more detailed information than contained in the contract. Reproductive health and family planning Contractors are required to adhere to the requirements and guidelines set forth in this manual, and are also responsible for incorporating any policy changes into their operations.

Revisions to the manual will be distributed to all Contractors at least thirty days prior to the effective date of any change, when appropriate. Contractors may consider keeping relevant correspondence and program updates as an Appendix to this document. If this reference

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does not answer a question or concern, or if Contractors have suggestions for additional information that might be included in the policy manual, please contact the Reproductive Health/Family Planning Program Manager via any of the information below:

***Physical Address:***

Attention: Family Planning Program Manager Arizona  
Department of Health Services  
Bureau of Women's and Children's Health 150 N. 18th  
Avenue, Suite 320  
Phoenix, Arizona 85007-3242  
Office Number: 602-364-3124  
Preferably e-mail: [alison.lucas@azdhs.gov](mailto:alison.lucas@azdhs.gov)

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## CHAPTER 2: GLOSSARY

1. “ACOG” means the American College of Obstetricians and Gynecologists. ACOG establishes and promotes standards for women’s health care.
2. “ADHS” means the Arizona Department of Health Services. The Department is the Arizona state agency that is mandated to promote, protect and improve the health of the people of the state of Arizona. The Department is responsible for administering public health services and a variety of community health programs, including the Reproductive Health/Family Planning Program.
3. “AHCCCS” means the Arizona Health Care Cost Containment System. AHCCCS is the Arizona state agency that administers health care benefits and services for persons who are eligible for Title XIX services (Medicaid) or other low-income medical assistance programs.
4. “Annual Review” means compliance-based site visits that are conducted to ensure that services are delivered pursuant to the terms and conditions of the contract and in accordance with the Reproductive Health/Family Planning Program Policy and Procedure Manual. All Contractors will have at least one compliance-based site visit at least every two years, either virtually or in person, as circumstances dictate.
5. “Annual Visit” means an established client’s yearly comprehensive well-woman preventive visit. Please click this link for updated guidelines for the annual visits: <https://www.womenspreventivehealth.org/recommendations/well-woman-preventive-visits/>. A client may only have one annual visit in a twelve month period.
6. “BWCH” means the Bureau of Women’s and Children’s Health at the Arizona Department of Health Services.
7. “CDC” means the Centers for Disease Control and Prevention, a federal public health agency. The CDC is recognized as the lead federal agency for protecting the health and safety of people in the United States and abroad, providing credible information to enhance health decisions, and promoting health through strong partnerships. The CDC serve as the national focus for developing and applying disease prevention and control, environmental health, and health promotion and education activities designed to improve the health of the people of the United States.
8. “Client” means an individual who receives reproductive health/family planning services through the Program.
9. “Clinic Site” means an outpatient facility, or part of a facility, devoted to diagnosis and treatment of patients.
10. “Clinical Staff” means a designated physician or nurse practitioner who is licensed and board certified in the State of Arizona who administers clinical care for the Reproductive Health/Family Planning Program.

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11. "Continuous Quality Improvement" (CQI) means the combination of activities traditionally referred to as quality assurance, quality management, utilization review, and risk management. CQI encompass any and all plans, actions, and evaluation practices used to monitor and improve services and service provision.
12. "Contractor" means the organization awarded by ADHS to provide services; also known as the Grantee.
13. "DES" means the Arizona Department of Economic Security. DES is the Arizona state agency that is responsible for determining eligibility for federal assistance programs for low income persons.
14. "Encounter" means an episode of contact or single unit of service provided to an eligible reproductive health/family planning client. An initial or annual visit is an example of a client encounter. A visit for contraceptive supplies is another example of a client encounter.
15. "Family Planning" means the process by which individuals and couples exercise their ability to make personal choices in the spacing and quantity of their children.
16. "FDA" means the Food and Drug Administration. The FDA is the federal agency that promotes and protects the public health by helping safe and effective products reach the market and by monitoring products for continued safety after they are in use. The FDA reviews clinical research and takes action on the marketing of foods, human and veterinary drugs, devices intended for human use, and cosmetics.
17. "HPHC IGA" means Healthy People Healthy Communities Intergovernmental Agreement, funding Arizona County Health Departments to provide family planning services.
18. "Informed and Written Consent" means that the client has provided written consent to participate in receiving Family Planning services after having been properly educated about the medical facts and risks involved.
19. "Initial Visit" means a client's first comprehensive visit. It will normally include a physical exam, a pap smear, if indicated, and issuing of a birth control method.
20. "Infertility Prevention Program (IPP)" is a program established by the CDC and the Office of Population Affairs to reduce the incidence of sexually transmitted diseases that can lead to infertility (primarily chlamydia and gonorrhea).
21. "Logic Model" is a diagram that shows the relationship between the program components and activities and desired process and outcome objectives. It is a visual way to present and share understanding of the relationships among the resources available to implement the proposed intervention, the strategies/activities planned for implementation, and the outputs and outcomes expected. Logic Models should typically be one (1) to three (3) pages in length.



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22. “Low-Income/Low-Income Family” means an individual or family meeting the official poverty guideline, as revised annually by Health and Human Services.

25. “Network” means a collection of service resources or information pathways that have been developed to assist clients in accessing appropriate information, education, medical, social, and financial services.

26. “Nurse Practitioner” means a registered nurse with a graduate degree in advanced practice nursing. She/he must be certified by the Arizona State Board of Nursing to function as a nurse practitioner in the extended role under the provisions of ARS Title 32, Chapter 15, Nursing.

27. “Outpatient Treatment Center” means a class of health care institution without inpatient beds which provides medical services for the diagnosis and treatment of persons on an outpatient basis. See ARS §36-421.01.

28. “Outreach” means any method used to provide information and education to the community regarding Reproductive Health Family Planning Program, services, benefits, etc.

29. “Preconception Health” the physical, emotional, social well-being and economic stability of a man or woman during their reproductive years, before conception.

30. “Preconception Care” the provision of education and/or services to men or women related to the impact of their physical, emotional, social well-being and economic stability on their health status prior to conception.

31. “Primary Care Physician” means a main doctor who manages most of a patient’s medical issues.

32. “Program” refers to the Title V Reproductive Health/Family Planning Program as outlined in the Policy and Procedure manual.

33. “Program Manager” means the Department employee who is responsible for the implementation and oversight of the Reproductive Health/Family Planning Program. The Program Manager coordinates activities among Contractors and among Reproductive Health Team members, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.

34. “Recommended Services” are those services that are not required by contract or Program policy, but may be provided by the Contractor in order to promote the general reproductive-related health care needs of the client.

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35. "Related Services" are those services which are not authorized or paid for by the Department but may be provided by the Contractor in order to meet the general health care needs of the client.
36. "Reproductive Health/Family Planning Services" means the cost effective and preventative care provided to participants designed to help promote responsible and healthy lifestyles. Family planning services may include but are not limited to education, confidential counseling, comprehensive health history, physical exams, provision and maintenance of safe and effective contraceptive methods, health screenings and follow up for breast and cervical cancer, screening, testing, and treatment of sexually transmitted diseases, pre-pregnancy counseling, pregnancy testing and counseling, infertility screening, sterilization services for men and women, intimate partner violence and reproductive life planning screening and education, and referrals to other medical or social services. Abortion is not a family planning service.
37. "Required Services" means those services which are stipulated either by law, in rules, by contract, or by Program policy which are otherwise considered essential to the provision of high quality reproductive health services.
38. "SOW" means Scope of Work, which is the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party.
39. "Shall" means mandatory program policy.
40. "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS Reproductive Health/Family Planning Program staff or a designee, at least every two years.
41. "Title V" means Title V of the Social Security Act. At the national level the Maternal and Child Health Bureau administers Title V. The bureau is a segment of the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services. Title V funds programs that promote the health of women, infants, and children. Title V funding and services are administered in Arizona by the Arizona Department of Health Services, Bureau of Women's and Children's Health.
42. "Title X" means the National Family Planning Program created by the Public Health Service Act (P.L.910572). Title X is administered by the Office of Population Affairs, the U.S. Department of Health and Human Services. The regulations governing Title X are contained within the Code of Federal Regulations (CFR), (42 CFR, Subsection A, Part 59). In Arizona, Title X funding and services are administered by the Arizona Family Health Partnership.
43. "TITLE XIX" means Title XIX of the Social Security Act. Title XIX funds federal Medicaid programs. Arizona's version of the Medicaid program is the Arizona Health Care Cost Containment System (AHCCCS). AHCCCS acts as the health insurer for low income Arizonans who qualify for various state and federal programs.

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#### CHAPTER 3: PROGRAM MANAGEMENT AND ADMINISTRATION

### 3.1 Role of the Bureau of Women's and Children's Health

- A The Bureau of Women's and Children's Health (BWCH) administers the federal Maternal Child Health Title V Block Grant. Recognizing that reproductive health and family planning services are important components of maternal and child health care, BWCH contributes a portion of this block grant specifically to address reproductive health and family planning needs. BWCH provides the criteria, policies, funding, and requirements for developing and implementing the Reproductive Health and Family Planning Program at the community level.
- B BWCH contracts with local public and private agencies. Contractors may use a variety of strategies and/or service delivery systems to achieve program standards and desired outcomes. Within the framework of the Reproductive Health and Family Planning Program is the flexibility for Contractors to implement clinical programs and provide reproductive health services in a manner that suits the needs of their community. BWCH provides technical assistance to the Contractor, monitors contract compliance, and authorizes payment of contracted deliverable services.
- C BWCH provides two annual summits each year for Contractors, the Family Planning Nurse Summit and the Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA) Annual Fall Summit. Each Annual Summit provides comprehensive training, education, and technical assistance support on reproductive health and family related topics. Continuing education credits may be available.

### 3.2 Role of the Contractor In Program Management

Contractors are required to achieve and maintain certain minimum standards. Contractors must provide services of high quality and must be efficiently administered. The Contractor must develop administrative, management, and organizational systems that meet all Reproductive Health/Family Planning Program requirements. The Contractor must also have adequate staff and support services to implement the program at each clinic site. The Contractor's personnel shall meet all certification and licensure requirements. At a minimum, the following personnel are required:

- A **Administrator:**  
The Contractor is required to have a qualified Program Administrator who is responsible and accountable for overall Program planning, implementation, and evaluation at each contracted site. The Administrator's allocation of time to this position must be sufficient to ensure that program objectives are met.
- B **Clinical Staff:**  
The clinical care component of the program must be under the supervision and responsibility of a designated physician or nurse practitioner who is licensed and board certified in the State of Arizona. If a nurse practitioner is overseeing the Program, she or he must work collaboratively with a physician for consultation or

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referral on an as-needed basis. Training or experience in reproductive health services is preferred.

**C Nursing Coordinator:**

The nursing care component of the Reproductive Health/Family Planning Program must be under the supervision and responsibility of a Nursing Coordinator who is a registered nurse licensed in the State of Arizona with special training or experience in reproductive health and family planning services. The Nursing Coordinator must maintain compliance with the Arizona State Board of Nursing regulations. The Nursing Coordinator must be committed to obtaining reproductive and family health training. Please see the Family Planning National Training Center [www.fpntc.org](http://www.fpntc.org) for more information.

**D Other Support Staff:**

Other support staff for the Contractor may include registered nurses, licensed practical nurses, nurse's aides, health educators, nutrition counselors, family planning counselors, and other administrative personnel required to support business and clinical operations.

**3.3 Contractor Oversight of Medical Management Component**

All medical functions for the Contractor's Reproductive Health/Family Planning Program are performed under protocols, or standing orders approved by the designated physician or nurse practitioner. The standing orders and protocols must be in compliance with state rules and laws.

**3.4 Sub-contracts**

**A** The Contractor must not enter into any subcontract under this contract without the advance written approval of the Arizona Department of Health Services Procurement Officer.

**B** In the event that family planning services are sub-contracted, the Contractor will remain responsible for ensuring that the subcontractor provides service in accordance with all specifications within the contract and the policy and procedure manual.

**C** Contractors must have a written and signed agreement with the sub-contractor.

**D** Contractor must monitor the sub-contractor's performance annually and provide a written evaluation for the Bureau of Women's and Children's Health Program Manager to review during the Contractor's annual site review.

**3.5 Contractor's Personnel Policy Standards**

Contractors must establish and maintain written personnel policies that comply with federal and state requirements and Title VI of the Civil Rights Act. These policies shall include, but need not be limited to: staff recruitment and selection, performance evaluation, promotion,

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termination, compensation, benefits, orientation to the agency and the Program, in-service training, and grievance procedures. At a minimum, Contractors must require and ensure that:

- A Personnel records are kept confidential in a secured place.
- B An organizational chart and personnel policies are available to all personnel.
- C Job descriptions (specifying training, formal education, experience, and licensure) are available for all positions, and that these are reviewed annually and updated as necessary to reflect changes in duties.
- D A performance appraisal system is in place for all employees. An evaluation and review of the job performance of all program personnel must be conducted annually, at a minimum.
- E It is the responsibility of all sub-recipients and Contractors to be aware of, and monitor their staff and volunteers to be in compliance with protection of minors receiving Family Planning services.

### **3.6 Staff Training and Orientation**

- A Contractors must provide an orientation to all Program personnel and must include the following:
  - 1. Orientation on the agency, or clinical site where the employee is employed.
  - 2. Orientation on reproductive and family health services, federal and state Program protocols, policies and procedures. Note\* This Family Planning Policy and Procedure Manual must be reviewed by ALL staff and readily available for staff if applicable.
  - 3. Introductory call with the ADHS Family Planning Program Manager.
  - 4. Overview of the HPHC IGA and how the family planning program fits within the IGA.
- B Contractors must provide for the in-service training of all Program personnel. Contractors must also develop and implement plans for promoting and offering continuing education programs as needed. Contractors are required to attend the HPHC IGA Annual Fall Summit and Family Planning Nurse Summit. Furthermore, all program personnel must participate in continuing education related to their activities, including on-the-job training, workshops, institutes, and courses
- C Documentation of attendance at in-service trainings and of having received orientation must be kept in the Program's records or the staff's personnel record. Documentation of training and orientation will be used in evaluating the scope and effectiveness of the staff training program.



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### **3.7 Continuous Quality Improvement (CQI)**

**A** Contractors must develop an ongoing, systematic process to monitor and evaluate the quality, efficiency, effectiveness, and appropriateness of client service and program operations. Required CQI:

**1. Resolving Client Problems**

The Contractor and its subcontractors must develop and implement a process by which clients may present grievances about the operation and management of the program and services received. When developing grievance policy and procedure the following must be included:

- a. Contractors must inform the client of the right to grieve and must assist the client with the grievance process.
- b. Client grievances must be addressed in a timely manner.
- c. Client problems and issues must be tracked to identify potential trends.
- d. Contractors must incorporate findings and feedback into a plan to identify and correct future problems.
- e. The Contractor must include in the grievance process, contact information for the Bureau of Women's and Children's Health Program Manager and cooperate in the resolution of any client problems brought to the attention of the BWCH.

**2. Client Satisfaction Surveys**

Contractors must develop a client satisfaction survey to facilitate client input into clinic operations and services. Survey results must be considered when identifying areas for improvement.

**3. Medical Record Review**

Medical records should be reviewed periodically for accuracy, completeness, quality of care, and compliance with policy and contract obligations. Examples include but should not be limited to:

- a. Counseling and education provided to the client
- b. Client receives and is assisted as needed with referrals for services that are not provided by the clinic
- c. Notification and follow up of abnormal lab results
- d. Follow up by staff of client self-reported risk factors
- e. Informed consent
- f. Medical record documentation is signed and dated
- g. Staff certifications and licenses are current
- h. Staff has been fingerprinted as required by law

**B. Recommended CQI**

**1. Monitoring Service Availability and Accessibility:**

- a. Determine the time interval between the request for an appointment and the date the appointment is scheduled.
- b. Determine the time interval between the client's scheduled appointment and the time the client sees the care provider.
- c. Determine if there are any clients with unmet needs.

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2. **Timeliness of Deliverables**  
Contractors should monitor the performance reports, CERs, and the annual reports for accuracy and for timely submission to the ADHS FP Program Manager.
3. **Monitoring Referral Networks**  
Contractors should periodically evaluate the accessibility, availability, and quality of service provided by the outside agencies, providers, and organizations to which they are referring clients.
4. **CQI projects can be initiated by the County Contractors or started by ADHS.**

### **3.8 Internal Policy and Procedure for Reproductive Health/Family Planning**

- A Contractors must maintain an internal policy and procedure manual to be used to provide staff with guidelines for client care and Program management.
- B When developing policy, procedure, and protocols the Contractor must consider the contract requirements as further detailed in this manual. The internal manual should include but not limit policy to:
  1. Management and administrative functions as detailed in Chapter 3 of this manual
  2. All required services as detailed in Chapter 4 of this manual
  3. Any recommended services detailed in Chapter 4 that are adopted by the Contractor
  4. Monthly reporting
  5. Monthly billing
  6. Reporting physical, sexual, emotional abuse, and neglect to the protective agencies
  7. Procedure for management of on-site medical emergencies

### **3.9 Clinic Facility Standards**

- A Clinic sites and client care facilities for the Reproductive Health/Family Planning Program shall be licensed by the ADHS as Outpatient Treatment Centers.
- B Facilities must meet applicable federal, state, and local government standards, i.e.: fire codes, building codes, Occupational Safety and Health Administration (OSHA) requirements, Clinical Laboratory Improvement Amendments (CLIA) Licensure, etc.
- C Facilities must meet the accessibility standards as established by the American's with Disabilities Act (ADA). The current ADA recommendations can be found here: [https://www.ada.gov/2010\\_regs.htm](https://www.ada.gov/2010_regs.htm).

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### **3.10 Availability and Accessibility of Clinic Services**

- A Reproductive health and family planning facilities and services must be geographically accessible to the population served and should be available at times that are convenient to persons seeking services.
- B Facilities should be adequate to provide the required services and should be designed for the comfort and privacy for clients.
- C Facilities must have a written plan and procedure for management of emergencies.

### **3.11 Program Eligibility**

#### **A Income Eligibility:**

1. Reproductive health and family planning services are to be provided to persons from low income households as the highest priority.
  2. Low income for the purpose of this Program is defined as at or below 150% of the Federal Poverty Level (FPL). The FPL is determined by the Office of Management and Budget and is revised annually. Contractors must maintain and use current information regarding the FPL. The current information for the FPL can be found here: <https://aspe.hhs.gov/poverty-guidelines>.
  3. A client's self-declaration of income may be considered sufficient to receive services.
  4. Eligibility for minors seeking services shall be based on the financial resources of the minor.
  5. Client income must be reevaluated annually.
  6. Clients at or below 150% FPL shall receive services free of charge. Voluntary donations from clients are permissible within the following guidelines:
    - a. Clients must not be pressured to make donations
    - b. The amount of the donation cannot be specified
    - c. Those not donating cannot be refused service
    - d. Those not donating must not be subjected to any variation in services
  7. Clients who are above 150% of FPL can be provided services on a sliding fee scale within the following guidelines:
    - a. The scale must be adjusted to reflect income and family size
    - b. The scale must be posted in a visible public place
    - c. Clients who do not pay the sliding scale rate must not be subjected to any variation in quality of services
- B Program services are to be provided to clients who are reproductive; i.e., not to clients who are post-menopausal, have had a hysterectomy, and/or who have been sterilized.
  - C Program services are to be provided without the imposition of any duration residency requirement.

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### **3.12 Nondiscrimination**

Contractors must provide program services without regard to religion, race, color, national origin, creed, disability, gender, sexual orientation, and number of pregnancies, marital status, age, ability to pay, and contraceptive preference.

### **3.13 Voluntary Participation**

- A Use of program services by any individual must be solely on a voluntary basis. Individuals must not be coerced to accept services or to use any particular method of family planning. Acceptance of reproductive health services must not be a prerequisite to eligibility for or receipt of any other service or assistance from or participation in any other programs.
- B Program personnel should be informed that it is an illegal action to coerce or attempt to coerce any person to undergo a sterilization procedure or an abortion procedure, (Arizona Revised Statutes, Section 36-2153).

### **3.14 Confidentiality**

Every Contractor must assure client confidentiality and provide safeguards for individuals against the invasion of personal privacy as required by Arizona Revised Statute (ARS) and by Public Law 104-191, the Health Insurance Portability and Accountability Act (HIPAA).

- A All information obtained and records prepared in the course of providing service to clients shall be considered to be confidential information. No information obtained by the provider's staff about individuals receiving services may be disclosed without the client's written consent, except as required by law. The client's statement of written consent must be included in the client's medical record. Information may otherwise be disclosed only in summary, statistical, or other form that does not identify the individual.
- B Clients transferring care to other providers may be provided with a copy of their medical record to expedite continuity of care.

### **3.15 Client Medical Records**

- A Contractors must establish a medical record for every client who obtains clinical services.
- B Clinic staff members are required to document all pertinent information about client interaction.
- C Entries in the medical record are to reflect professional, nonjudgmental statements of fact. Records must be legible, dated, and are to be signed in ink with the initial and last name of the clinician providing the service. Records must be complete, accurate, and follow standard practice for medical record documentation.

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- D. Medical records must contain the following information:
  - 1. Personal identifying information about the client
  - 2. Medical history, physical examination, laboratory tests, results, and follow-up, diagnosis, orders, allergies
  - 3. Treatment and instructions
  - 4. Informed and written consent
  - 5. Documentation of telephone contact of a clinical nature
  - 6. Documentation of attempts to contact client
  - 7. Refusal of service
  - 8. Documentation of counseling, referrals, and education; both written and verbal provided
  - 9. Financial information
- 10. Procedures
- E. Clients must be informed that a medical record will be maintained and that this information is confidential information to be divulged only upon their written permission, or as otherwise required by law.
- F. Clients shall have access to their own medical record at all times, and shall have the right to correct any inaccurate information included in the records.
- G. Clients will have signed an informed consent statement prior to receiving reproductive health services.
- H. The Contractor is responsible for maintaining the client's case file record in a confidential manner, and ensuring that information contained in the records is released only to authorized parties.
- I. The BWCH Program Manager may have access to client records without client consent in order to conduct necessary evaluations or programmatic review. The client's case file record is not available to other governmental agencies, except for the Auditor General, without specific prior written consent by the client for the release of information in the client record.
- J. The Contractor shall store and maintain client records in a safe, secure location. Except for non-identifiable demographic characteristics, records shall be destroyed six (6) years after the client's last participation in the Reproductive Health/Family Planning Program. Minors' records must be maintained until the age of majority plus three (3) years.

To learn more about how to handle HIPAA Related client records, please review the Custom Records Retention Schedule Issued to: All State and Local Agencies Administrative and Management Records document, page 12, Record Series Number

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10283 here: [https://azlibrary.gov/sites/default/files/arm-all-general-schedules\\_2019-12-16.pdf](https://azlibrary.gov/sites/default/files/arm-all-general-schedules_2019-12-16.pdf).

For more information on Permanent and Historical records, please see here:  
[https://azlibrary.gov/sites/default/files/arm\\_permanent\\_and\\_historical\\_records\\_20\\_19.pdf](https://azlibrary.gov/sites/default/files/arm_permanent_and_historical_records_20_19.pdf).

### **3.16 Informed Consent**

- A A written, signed, informed consent statement must be received from the client prior to receiving family planning services or medical treatment. This statement documents the client's voluntary consent to receive program services.
- B The form must be written in the primary language of the client or witnessed by an interpreter the client knows and/or trusts. The form must cover all procedures and medications to be provided.
- C To give informed consent for contraception, the client must receive education about the benefits, risks and limitations of the various contraceptive alternatives, and details on the safety, effectiveness, potential side effects, complications, discontinuation issues, and danger signs of the contraceptive methods of choice.  
The consent statement shall include at least the following:
  - 1. A clear description of the services or procedures to be performed, including medical treatments and interventions, counseling, or other client contact
  - 2. The right of the client to terminate treatment or refuse services at any time
  - 3. Any responsibilities of the client
  - 4. Any other information that is necessary to convey to the client a clear understanding of the Program
  - 5. All consent forms must contain a statement that the client has been counseled, has read the appropriate informational material, and has understood the content of both. The signed informed consent must be a part of the client's record
  - 6. The form must be renewed and updated when there is a major change in the client's health status or a change to a different prescriptive contraceptive method

### **3.17 Program Promotion**

- A Contractors must establish and implement planned activities whereby family planning services are made known to the community.
- B In planning for Program promotion, providers should review and utilize a range of strategies to gain community acceptance. Program promotion activities should be updated periodically and be responsive to the needs of the community.



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- C Contractors must develop written material for distribution to clients, the community, and to other agencies and organizations. When developing materials, the Contractor must follow the guidelines below:
1. Materials must be medically accurate and culturally suitable for the population and community to which they are being distributed.
  2. Program materials must be printed in a size and type style that is easy to read.
  3. The materials must be language and literacy level appropriate.
  4. All marketing, or education materials shall bear the following "Funded in part by the Bureau of Women's and Children's Health, Arizona Department of Health Services as made available through the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau, Title V Maternal and Child Health Services Block Grant Program."
  5. All written materials should be reviewed periodically to be certain that the information remains timely, correct, inclusive, and medically accurate.

### **3.18 Community Education**

- A To enhance understanding of the objectives of the Program and to make known the availability of services to potential clients, Contractors must provide education to the community about the Reproductive Health/Family Planning Program services.
- B Community education should be directed toward identifying local agencies and organizations that are likely to serve significant numbers of individuals in need of family planning care. Programs should offer in-service training sessions for the staff of these agencies and organizations in order to help them provide better counsel and to offer reference options to potential clients.
- C Education directed toward the general community should employ a variety of approaches. Education must be designed to meet the educational, cultural, and language needs of the community to be served.

### **3.19 Establishing Referral and Communication Networks**

- A Contractors must develop a comprehensive listing of available local resources to assist clients with obtaining services not provided by the Reproductive Health/Family Planning Program.
- B The resource information should be reviewed and updated periodically to ensure continued availability, accessibility, and quality of the services recommended to clients.
- C In circumstances where resources or necessary services do not exist within the local community, Contractors will provide the client with information to obtain access to equivalent services in another community.

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- D. The Contractor must network with those agencies and organizations most frequently used as referrals for clients. An established informal network helps to ensure acceptance of the client for services and can provide a smoother transition for the client. Networking also helps to ensure that the client did receive the services as referred or recommended.
- E. The Contractor is encouraged to develop a community based Reproductive Health and Family Planning Advisory Committee to aid in the identification of communities' reproductive health needs and resources, and to help develop strategies to meet the needs.
- F. The Contractor shall make uninsured clients aware of the possibility of coverage through the Arizona Health Care Cost Containment System (AHCCCS) and shall provide referrals to AHCCCS as appropriate.

**3.20 Developing Partnerships and Establishing Collaborative Efforts**

- A. To avoid duplication of effort and to maximize resources, Contractors must develop partnerships, or collaborate with existing agencies providing family planning services in their local communities.
- B. Contractors will be familiar with the AHCCCS eligibility criteria and refer clients who meet those criteria to an AHCCCS provider to receive services. If the Contractor identifies that a number of individuals seeking services at their clinic are eligible for AHCCCS, the Contractor will consider becoming an AHCCCS provider to maximize the state resources to serve all populations in need of services.

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#### CHAPTER 4: PROGRAM SERVICES

##### **4.1 Required Services**

- A. Contractors must provide clinical, informational, educational, social, and referral services to Program clients who want such services.
- B. Contractors must offer a broad range of acceptable and effective medically approved family planning methods and services either on site or by referral. Programs should make all methods of contraception approved by the Federal Food and Drug Administration (FDA) available to all clients.
- C. Contractors must provide the following services as part of initial and annual exams, and at other times as deemed medically appropriate:
  1. Client Education/Counseling
  2. Physical Assessment
  3. Laboratory Testing, as medically indicated
  4. Fertility Regulation
  5. Infertility Services Referral
  6. Pregnancy Diagnosis and Counseling
  7. Adolescent Services
  8. Sexually Transmitted Infection Screening/Assessment, as medically indicated
  9. Referral and Follow-up
  10. Screening for intimate partner violence (IPV) and reproductive coercion
  11. Education on Preconception Health and Reproductive Life Planning

##### **4.2 History**

- A. A comprehensive personal, medical, and social history must be obtained on all clients at the initial medical visit and must be updated at subsequent visits.
- B. The medical history must address but not be limited to the following areas:
  1. Allergies
  2. Immunizations, including rubella and TDAP
  3. Current use of prescription and over-the-counter medications
  4. Chronic and acute medical conditions
  5. Significant hospitalization
  6. Surgeries
  7. Review of systems
  8. Extent of use of tobacco, alcohol and other drugs
  9. Genetic conditions or disorders that affect the client or her family
  10. Pertinent medical history of immediate family members
  11. Partner history, including:
    - a. Injectable drug use

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- b. Multiple partners
- c. Risk history for STI's and HIV
- d. Bisexuality

- C. History of reproductive function must include but not be limited to the following:
- 1. Menstrual history
  - 2. Sexual history
  - 3. Obstetrical history
  - 4. Gynecological conditions
  - 5. Sexually transmitted infections (Chlamydia, Gonorrhea, and Syphilis)
  - 6. HIV
  - 7. Pap smear history (date of last pap, any abnormal pap, treatment)
  - 8. Contraceptive use, past and present, and any adverse reactions
  - 9. Pregnancies
  - 10. Genetic risk assessment

#### **4.3 Client Education/Counseling**

- A. Contractors must provide clients with education needed to make informed decisions about family planning choices. Contractors must provide this information both orally and in writing. Furthermore, client education must be appropriate to the client's age, level of knowledge, language, and culture. Any instruction and other client education offered or provided must be documented in the client's medical record.

Contractors must also provide education to assist clients in reaching informed decisions regarding the choice and continued use of contraceptive methods. Education is designed to help clients resolve uncertainty, ambivalence, and anxiety in relation to their reproductive health. Education should be provided in a private environment in which the client feels comfortable and in a manner that protects the dignity of the individual. Documentation of all education provided, must be included in the client's medical record.

- B. Client education must include but not be limited to the information needed to:
- 1. Make informed decisions about care
  - 2. Choose specific methods of contraception
  - 3. Perform breast self-exam
  - 4. Reduce the risk of infection or transmission of STIs and HIV
  - 5. Understand intimate partner violence and reproductive coercion
  - 6. Understand the procedures involved in the clinic visit
  - 7. Understand the services offered at the clinic
- C. Clients must also be offered the following information/education, as appropriate:
- 1. Achieving optimal preconception/inter-conception health
  - 2. Basic female and male reproductive anatomy
  - 3. Benefits of Folic Acid

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4. Fertility regulation referral
  5. Developing an individualized reproductive life plan
  6. Health promotion/disease prevention
  7. MMR & TDAP information and/or referrals
  8. Exercise
  9. Nutrition
  10. Smoking cessation
  11. Alcohol and drug abuse
  12. Sexual abuse
- D. Persons who provide education must be knowledgeable, objective, non-judgmental, culturally aware, and sensitive to the rights and differences of clients as individuals. The counselor's knowledge must be sufficient to provide information regarding the risks, benefits, limitations, contraindications, and effective use of any method, procedure, treatment, or option being considered by the client.
- E. Pre-examination counseling must be provided to clients to explain the Program, clinical procedures, eligibility requirements, and to allow the client the opportunity to ask questions, express concerns, etc.
- F. Post-examination counseling should be provided to assure that the client:
1. Knows results of the physical examination and laboratory studies
  2. Knows how to use and is comfortable with the contraceptive method selected and prescribed
  3. Knows the common side effects and possible complications of the method selected and what to do if complications occur
  4. Knows how to discontinue the contraceptive method and has information regarding a backup method
  5. Receives appropriate referrals for additional services as needed
  6. Knows an emergency 24-hour number and a location where emergency services can be obtained
  7. Knows when to schedule a return visit
- G. Sexually Transmitted Disease and HIV Counseling:
1. Contractors must provide clients with thorough and medically accurate counseling on STI's, HIV infection, and AIDS. Contractors must also offer information on risk and infection prevention, and referral services.
- H. Other Counseling:
1. Clients should receive special counseling regarding future planned pregnancies, assistance with current pregnancy, and other individual concerns as indicated i.e. substance use and abuse, sexual abuse, sexual concerns, domestic violence, nutrition, etc. Preconception counseling and a reproductive life plan must also be provided.

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2. Referral systems should be in place for those who require genetic counseling and evaluation.
3. Contractors should counsel clients about health promotion and disease prevention and make referrals as appropriate.

#### **4.4 Physical Assessment**

- A. Clients must have a general physical examination at each initial and annual medical visit. The physical examination must include but not be limited to the following:
  1. Height
  2. Weight
  3. Blood pressure
  4. Thyroid
  5. Heart
  6. Lungs
  7. Extremities
  8. Breast
  9. Abdomen
  10. Pap smear as medically indicated
- B. A client's refusal or deferral of a service, including the reason for refusal and/or deferral must be documented in the client's medical record.
- C. Clients who decline or defer a service must be counseled regarding any possible health risks associated with declining and/or deferring the screening test or procedure. Counseling regarding any associated risk must be documented in the client's medical record.
- D. Physical examinations and laboratory testing should not be deferred beyond 3 months after the client's visit unless in the clinician's judgment there is a compelling reason to extend the deferral. All deferrals and the reason for the deferral must be documented in the client's medical record.
- E. Revisit schedules must be individualized, based upon the client's need for education, counseling, and medical care. Younger clients and clients initiating a new contraceptive method may need to be scheduled for a revisit to reinforce proper use, check for side effects, and to provide additional information or clarification.

#### **4.5 Laboratory Testing**

- A. The following laboratory procedures must be provided as medically indicated for all clients at the initial and annual visit:
  1. Hemoglobin (Hgb) or Hematocrit (Hct), as indicated
  2. Pap smear/Guidelines:

First	Age 21, regardless of the age or onset of sexual activity
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Pap Smear	Should be avoided before age 21
Until Age 30	Screen every 3 years instead of annually, using either the standard pap or liquid-based cytology
Ages 30 – 65	Contractors are required to follow the American College of Obstetricians and Gynecologists (ACOG) Clinical Guidance, found here: <a href="https://www.acog.org/Clinical-Guidance-and-Publications/Search-Clinical-Guidance?IsMobileSet=false">https://www.acog.org/Clinical-Guidance-and-Publications/Search-Clinical-Guidance?IsMobileSet=false</a>
<p>Note: Contractors are required to follow the ACOG Clinical Guidelines for women who have a history of cervical cancer, are infected with HIV, have a weakened immune system, or who were exposed to diethylstilbestrol (DES) before birth.</p>	

3. Pregnancy testing
  4. Wet mounts, as indicated
  5. Urine Dip Stick/ Urinalysis
  6. Syphilis serology, as indicated
  7. Gonorrhea and Chlamydia tests
  8. HIV testing, as medically indicated or upon client request
  9. Other procedures and laboratory testing may be indicated for some clients and may be provided on-site or by referral
- B. Laboratory procedures or services that cannot be performed on site must be made available through a referral when indicated.
- C. Contractors must assure that laboratory tests performed by or for the clinic are of high quality. The Contractor must assess the credentials of the laboratories with which it contracts. Laboratories must be CLIA certified. If laboratory testing is performed on-site, written protocols for quality control and proficiency testing are necessary.
- D. The Contractor must establish a procedure for timely client notification and adequate follow up of all abnormal laboratory results.
1. The procedure must respect the client's request to maintain confidentiality
  2. When initial contact of the client is not successful, a reasonable further effort must be made to notify the client, this shall consist of at least three attempts, the means having been discussed during the visit.
- E. A client who has had a negative Pap smear done at another facility within 6 months of the visit and has written test results, may have these procedures waived during the initial/annual visit.

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F. Annual history updates, exams, and laboratory tests are required for all clients.

#### **4.6 Fertility Regulation Referral**

A. Contractors must make available through referral, all of the FDA approved methods of reversible contraception.

1. Reversible Contraception:
  - a. Non-hormonal Methods
  - b. Hormonal Methods
  - c. Long-Term Contraception
  - d. Emergency Contraception
2. Permanent Contraception Referral:
  - a. Clients who request information regarding sterilization procedures must be counseled with regard to the permanence, risks, and benefits of this procedure.
  - b. Contractors should be aware of federal sterilization regulations, (42 CFR Part 50, Subpart B). More information can be found here: [https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c\\_0.pdf](https://www.hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf).

B. More than one method of contraception can be used simultaneously by a client and may be indicated to minimize risk of STI, HIV, and pregnancy.

#### **4.7 Infertility Services Referral**

A. Providers are required to make basic (level 1) infertility services available to clients who request such service. Level I service includes initial infertility interview, education, physical examination, appropriate laboratory testing, counseling, and appropriate referral.

#### **4.8 Pregnancy Screening, Counseling, and Referrals**

A. Programs must provide pregnancy diagnosis and counseling to all clients in need or requesting this service. Pregnancy testing is one of the most frequent reasons for the initial visit to the family planning facility, particularly by adolescents. It is therefore important to use this occasion as an entry point for providing education and counseling about family planning.

B. Pregnancy screening consists of:

1. Pregnancy History
2. Pregnancy test
3. Referrals to supportive programs

C. Programs providing pregnancy testing on-site should have available at least one test of high specificity. For those clients with positive pregnancy tests results who elect to

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continue the pregnancy, the examination may be deferred, but should be performed within 30 days.

- D. For clients with a negative pregnancy diagnosis and abnormal menstrual history, the cause of the abnormal menstruation should be investigated.
- E. Pregnant women planning to carry their pregnancy to term must be offered information and education regarding their pregnancy. Clients must be given information about good health practices during early pregnancy, especially those practices that serve to protect the fetus during the first three months, and referral for prenatal care.
- F. Women requesting information on options for the management of an unintended pregnancy must be given non-directive counseling on alternative courses of action and referral upon request.
- H. Clients who are found to be not pregnant must be offered information about the availability of contraceptive, or infertility services, depending on the client's wishes. Anticipatory guidance regarding good health practices prior to pregnancy, including avoidance of teratogens should also be provided.

#### **4.9 Adolescent Services**

- A. Contractors must offer age appropriate information and skilled services to adolescents.
- B. Contractors must take steps to assure the adolescent that all information learned during any encounter is confidential information and that every effort will be made to ensure privacy in any encounter or any necessary follow-up contact. (See G. below regarding Duty to Report)
- C. Adolescent clients require skilled counseling and detailed information. Program staff should have a comprehensive understanding of the following:
  - a. Adolescent growth and development
  - b. Psychosocial growth and development
  - c. Nutritional needs
  - d. Risk and resiliency factors
  - e. Communication skills
- D. When providing services to adolescents Contractors must:
  - a. Inform the adolescent about all methods of contraception
  - b. Make every attempt to schedule appointments for them on short notice
  - c. Encourage the young person to participate in the full range of medical services
  - d. Evaluate the adolescents understanding about the contraceptive method selected

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- e. Inquire about symptoms and exposure to STI's
  - f. Encourage examination and treatment either directly or by referral to those at risk for STI's
- E. It should not be assumed that all adolescents are sexually active. Many teenagers are seeking assistance in reaching this decision. Abstinence as an option should be discussed.
- F. Contractors do not need the consent of parent or guardian for provision of service to minors. Therefore, Contractors must not notify the parent or guardian before or after an adolescent has requested and/or received service. Staff should encourage young clients to involve a parent or guardian in their family planning decisions. Discussion of encouraging family involvement should be documented in the client's medical record.
- G. Contractors must be knowledgeable regarding Department of Child Safety (DCS) reporting laws e.g. ARS § 13-3620, "Duty to report abuse, physical injury, neglect and denial or deprivation of medical or surgical care or nourishment of minors..." Contractors are advised to consult with their legal counsel regarding any clarification they may need regarding this and other related statutes. Adolescents seeking services who the staff member believes may meet DCS reporting requirements must be advised prior to any service provision that they will not be refused service but due to their particular circumstance, a report to DCS will need to be filed.
- G. Fees for minors seeking services must be based on the income of the minor.

#### **4.10 Sexually Transmitted Infection Screening**

- A. Contractors must have a process for identification of high-risk behavior for STIs and HIV/AIDS.
- B. Appropriate education and preventive measures must be provided to discourage continuation of risk behaviors and to help prevent the client from contracting or spreading an infection.
- C. The Contractor must offer Gonorrhea, Syphilis, Chlamydia, and HIV screening for clients and their partners with probable or definite exposure, signs, and symptoms suggesting an infection. The client may also request screening.
- D. The Contractor must offer at risk clients either treatment or referral for treatment for clients and partners testing positive for an STI and/or HIV.
- E. Contractors must establish a procedure for timely client notification and adequate follow up of all positive results:
  - a. The procedure must respect the client's request to maintain confidentiality.

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b. When initial contact of the client is not successful, a reasonable further effort must be made to notify the client; this shall consist of at least three attempts, one of which is a certified letter.

F. The Contractor must comply with Arizona Administrative Code, Article 2, R9-6-202, Communicable Disease and Infestation Reporting, and any other local reporting requirements.

#### **4.11 Referral and Follow-up**

- A. Contractors must assure that clients requiring services indicated to be medically necessary but beyond the scope of the Contractor, are referred to other providers for care.
- B. Contractors must establish and maintain a comprehensive and current list of available quality health care providers and community resources.
- C. The Contractor must assure that:
  - 1. The client is able to follow through with contacting the referred provider; if the client is unable to follow through independently, the Contractor must offer assistance or find support for the client
  - 2. Arrangements are made for the provision of pertinent information regarding client care and services to the referral provider with the prior written consent of the client
  - 3. The client's confidentiality and privacy are always maintained
  - 4. The client is advised of the importance of complying with the referral
  - 5. The client is advised of their responsibility in complying with the referral
- D. The Contractor must, whenever possible, give clients a choice of providers from whom to select.
- E. The Contractor must have a procedure to prioritize referrals and follow-up. For example:
  - 1. Referrals considered by the clinician to be emergencies should be made immediately
  - 2. Referrals considered by the clinician to be urgent should be followed up with the client within two weeks
  - 3. Referrals considered by the clinician to be important and necessary but not urgent, may be followed up at the discretion of the provider but prior to the next clinic visit
  - 4. Referral requests made by the client and not considered to be urgent or of immediate need may be followed up with the client at the next clinic visit

#### **4.12 Recommended Services**

- A. Minor Gynecologic Problems:

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Contractors may provide for the diagnosis and treatment of minor gynecologic problems so as to avoid fragmentation of services or lack of medical care for clients with these conditions. Problems such as vaginitis or urinary tract infection may be amenable to on-the-spot diagnosis and treatment. More complex procedures may be offered providing the clinician has had the necessary training and has demonstrated proficiency.

**B. Genetic Screening and Referral:**

Contractors may provide basic counseling to clients who are at risk for transmission of genetic abnormalities. More complete genetic screening and counseling may be offered by referral to a comprehensive genetic service program. If feasible, training in genetics should be arranged to enable Program staff to provide simple genetic screening.

**C. Health Promotion and Disease Prevention:**

For many clients the family planning program services are their only continuing source of health information and medical care. The Contractor may whenever possible, provide health maintenance services such as screening, immunization, and general health education and counseling directed toward health promotion and disease prevention. These additional services enhance the client's general state of health, and in turn, the health of their families and children. Programs are therefore encouraged to assess the health problems prevalent among the populations they serve, and to develop services or referral mechanisms to address them.

**D. Preconception Education and Reproductive Life Planning:**

Couples and prospective mothers may receive preconception education from the Contractor to obtain an overview of the responsibilities of pregnancy and parenting. Preconception health helps women think about how their behaviors, lifestyles, and medical conditions affect their ability to live healthy lives and to have healthy children. It gives women the opportunity to be assessed for risks, to be counseled about healthy living and to be offered treatment if needed. The education may include but not be limited to:

1. Fertility awareness/menstrual cycle
2. A review of family genetic history
3. Immunizations (MMR & TDAP)
4. Spacing of children
5. Nutritional needs, including folic acid supplements
6. Effects of medications on maternal health and pregnancy
7. Current contraceptive method, when to stop using it, and the waiting to conceive timeframe
8. Substance use and abuse

**E. Intimate Partner Violence and Reproductive Coercion:**

Definitions:



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- a. Birth Control Sabotage: Active interference with contraceptive methods (flushing pills, poking holes in condoms, refusing to wear condoms).
- b. Pregnancy Coercion: Threats or acts of violence if the partner does not comply with the perpetrator's wishes to continue or terminate a pregnancy.

Intimate partner violence and coercion have long been linked to negative health outcomes. In 2011, the National Academy of Medicine formerly named the Institute of Medicine, recommended screening patients for current and past domestic and sexual violence as part of basic preventative care.

The Bureau of Women's and Children's Health (BWCH) recognizes the negative impact of domestic and sexual abuse on reproductive health, and funded a program to assist communities in addressing it through Futures Without Violence (formerly the Family Violence Prevention Fund); <https://www.futureswithoutviolence.org/>. Future Without Violence, along with ACOG created a comprehensive document with guidelines on how to handle intimate partner violence.

In a nationally competitive application process, Arizona was selected to receive funding to implement a statewide public health initiative. Since the spring of 2010, Project Connect Arizona has trained over 300 health care providers on the links between abuse and reproductive health and has worked diligently to make positive changes in policies and procedures related to screening and response to abuse. Please see more on Project Connect Arizona here: <https://vsuw.org/what-we-do/fight-for-families/project-connect>. Health care providers are in a unique position to assist victims of domestic and sexual violence by providing validation, education, and resources. This simple process can be easily integrated into reproductive health appointments.

Domestic violence and reproductive coercion screening should include, at a minimum, three questions from the following sample screening questions:

1. Has your partner ever messed with your birth control or tried to get you pregnant when you didn't want to be?
2. Does your partner refuse to use condoms when you ask?
3. Has he/she ever tried to force or pressure you to become pregnant when you didn't want to be?
4. Are you afraid your partner will hurt you if you tell him/her you have an STI and he/she needs to be treated?
5. Do you feel controlled or isolated by your partner?
6. Do you feel safe in your current relationship?

#### **4.13 Excluded Services**

Programs funded by Title V may not provide abortion services to clients as a method of family planning.

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*CHAPTER 5: MONTHLY, QUARTERLY AND ANNUAL REPORTS*

**5.1 Monthly Reports**

The contractor must submit a monthly Family Planning Database Report in a format approved by the Bureau of Women's and Children's Health (BWCH).

**5.2 Monthly Report Requirements**

- A. Contractors must have procedures in place to review the completeness, accuracy, integrity, and timely submission of the information required on the Monthly Family Planning Database Report.
- B. Under the HPHC IGA, the Family Planning Contractor's Expenditure Reports (CERs) are due quarterly to the ADHS Family Planning Program manager.
- C. Beginning in March 2020, along with submitting the quarterly reports and CERS, Contractors are to also submit the following supporting documents: Certificates of Completion for training and conferences, and conference registration receipts. The ADHS Family Planning Program Manager will access the Family Planning database to verify the services provided are reflective of the narrative in the quarterly reports and document in the ADHS Program Procedure Tool

**5.3 Monthly Performance Report Instructions**

The Monthly Performance Report form is to be used to document encounters occurring during the calendar month. Documentation will be based on each individual client versus aggregate data. Here is what the Client and Visit key looks like:

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**Client and Visit – KEY**

The screenshot shows the 'Title V Data Entry' form. It includes fields for Client ID (13P??????), Date of Birth (mm/dd/yyyy), Sex (1 Female, 2 Male), and Date of Visit (mm/dd/yyyy). The form is divided into sections for 'Services Performed' (Chlamydia Test, Syphilis Test, HIV Test, Pregnancy Test, Emergency Contraceptive, etc.), 'PRE Contraceptive Method' (Implant, Pill, IUD, etc.), and 'POST Contraceptive Method' (Implant, Pill, IUD, etc.). It also includes a 'Race' section with checkboxes for various ethnicities and a 'Visits At-A-Glance' section for tracking visits.

This document is provided to each Contractor, along with an Excel database document for the data to be listed.

- A. Contractor will populate the 3 fields in the header with:
  1. Name of contractor
  2. Month reporting
  3. Date submitted to ADHS Family Planning Program Manager
- B. Complete the form as follows for each qualifying Title V funded client:  
 Client ID number. (Column 1) This is an identification number assigned by the Contractor. No two clients may have the same client identification number. Client ID numbers must not exceed nine characters.
- C. Date of visit. (Column 2) Must be recorded as mm/dd/yyyy.
- D. Date of birth. (Column 3) Must be recorded as mm/dd/yyyy.
- E. Age. (Column 4) This column will self-populate with correct date of visit and date of birth.
- F. Type of visit. (Columns 5-7) Visit type #3 Medical captures all visits excluding initial follow-up, complaints, re-pap and/or follow ups, etc. Initial and annual visits will be unduplicated.

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- G. Gender. (Column 8) Determined by observation or medical records.
- H. Race. (Columns 9-13) Based on Federal requirements; race is different than ethnicity.
- I. Ethnicity. (Columns 14-15) Ethnicity should be provided through client self- declaration not through observation.
- J. Income. (Columns 16-24) Record client's income, following the Federal Poverty Guidelines; update the income as necessary. Family size and monthly income are used to determine eligibility requirements for the Federal Poverty Level (FPL). The FPL is determined by the Federal Office of Management and Budget (OMB) and is revised annually. Contractors must stay current with OMB information regarding the FPL. The FPL was discussed earlier in this manual and the OMG website was provided.

When determining the client's income, the Contractor must:

- a. Determine the family size, which is the number of people in the client's household, including spouse, and any other dependents. If the client is less than 18 years of age, do not include parents or siblings. Include only the teen and any children the teen reports
- b. If the client is single use the total gross monthly household income (before taxes)
- c. If the client is married, use the amount of gross income (before taxes), including any spousal income
- d. If the client is a teen, include only the teen's income, not the parent's income
- e. If income varies, or is seasonal, use an average of the annual income, i.e., annual income divided by 12 months
- K. Services Provided. (Columns 25-33) Select all tests performed and record all positive results.
- L. Emergency Contraception. (Column 34)
- M. Pre Visit Contraceptive Method: (Columns 35-36) The method a client is using the majority of time prior to the visit. Post Visit Contraceptive Method: The method the client intends to use after the visit. Record both methods when possible using the contraceptive method coding numbers 1 – 26.

#### 5.4 Quarterly Expenditure Report

Per the HPHC IGA, the Contractor shall submit a Quarterly Expenditure Report in a format approved by the Bureau of Women's and Children's Health (BWCH).

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**5.5 Quarterly Expenditure Report Requirements**

- A. The Quarterly Expenditure Report shall accurately reflect the Contractor's expenditures for each quarter (every three months). For the HPHC IGA, the quarters are: July-September, October-December, January-March, and April-June.
- B. The Quarterly Expenditure Report must be submitted to the Program Manager by the 30th of October, January, April, and July.

**5.6 Contractor's Quarterly Expenditure Report Instructions**

- A. The Quarterly Expenditure Report form is to be used to document expenditures for Title V Reproductive Health/Family Planning funds only.
- B. Complete the form as follows:
  1. Contract Number: Write in your contract number
  2. Contractor's Name: Write in your agency name
  3. Title of Program: Healthy People Healthy Communities IGA
  4. Reporting Period Covered: Quarterly Expenditure Reports are submitted after each quarter (every three months) of the year and are to report expenditures occurring during that period. For example, a report submitted for the quarter of January 2010 thru March 2010 would read, Reporting Period From 1/1/10 to 3/31/10.
  5. Contractor's Detailed Statement of Expenditures:
    - a. Budget: Next to each line item, e.g. Personnel Salaries, Professional and Outside, Travel Expenses, etc. write the dollar amount that was budgeted or planned for in the quarter
    - b. Prior Report Period Year to Date Expenditures: This amount is taken from the Total Year to Date Expenditures from the Contractor's Quarterly Expenditure Report from the previous quarter
    - c. Current Reporting Period Expenditures: Write the actual expenditures for each line item for the quarter
    - d. Total Year to Date Expenditures: Add the dollar amount in the Prior Report Period Year to Date Expenditures and the amount in the Current Reporting Period Expenditures. This amount is equal to the Total Year to Date Expenditures
  6. Signature of Authorized Person: The authorized person that completed or reviewed the report must sign and date the report

**5.7 BWCH Program Manager's Role in Quarterly Expenditure Report Review**

- A. The Program Manager in BWCH will review all Quarterly Expenditure Reports when received and will compare expenditures budgeted for the quarter, actual expenditures, and contracted amounts.

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- B. The Contractor will be contacted to discuss any discrepancies found or for any expenditure concerns.
- C. If there are expenditure concerns, the Program Manager in BWCH and the Contractor will agree to a resolution.

## **5.8 Annual Report**

The Contractor shall prepare an annual report that will summarize program activities.

## **5.9 Annual Report Requirements**

- A. The Annual Report must be submitted within 45 days of the end of the contract year..
- B. A blank Annual Report template is provided to all County Contractors that are participating in the HPHC IGA.



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## CHAPTER 6: BILLING

- 6.1 Contractor Reimbursement and Contractor's Expenditure Report (CER)** Contractor reimbursement provisions and methods are specified in the Contractor's written contract agreement with the Arizona Department of Health Services. Reimbursement for services and any other program expenditures are made in accordance with these contract specifications, and upon approval of BWCH Program Manager.

The CER is a multi-purpose form for use by agencies that have a Negotiated Service Contract with the Arizona Department of Health Services. The CER must be completed, signed by an authorized person, and e-mailed to the Program Manager. It is the responsibility of the Chief Executive Officer/Health Officer/Authorized Signer of the reporting agency to insure valid representation of the agency's expenditures or units reported on Fixed Rate Contracts. Once satisfied, this person must sign and date the report.

### 6.2 Submission Requirements

Per the contractual language within the HPHC IGA, the contractor must submit a complete and accurate (CER) and narrative report (including all programs within the HPHC IGA), quarterly to the HPHC IGA Program Manager for payment for contracted services provided. For Family Planning specifically, the Contractor must submit the Family Planning Database Report for the ADHS Family Planning Program Manager by the 15<sup>th</sup> of each month. The CERs will be submitted with the other programs within the HPHC IGA quarterly. If there is an unavoidable delay in submission of any part of the report, the Contractor must notify the ADHS Family Planning Program Manager in a timely fashion.

### 6.3 Submission Location

Contractors are to submit the quarterly CER, supporting documentation, and the monthly Family Planning Database Reports to:

**Physical Mail:**

Attention: Family Planning Program Manager  
Arizona Department of Health Services  
Bureau of Women's and Children's Health  
50 N. 18th Avenue, Suite 320  
Phoenix, Arizona 85007-3242  
Office Number: 602-364-3124  
Preferably e-mail: [alison.lucas@azdhs.gov](mailto:alison.lucas@azdhs.gov)

### 6.4 BWCH Program Manager's Role in CER Approval

- A. The BWCH Program Manager will review the CER and supporting documents for errors, or omissions
- B. The Contractor will be contacted to discuss any discrepancies found.

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- C. CER's not meeting specification may either be amended by the Contractor or by the BWCH Program Manager. If the CER is amended by the BWCH Program Manager, a copy of the amended document will be sent to the Contractor for their records.
- D. Partial or no payment of CER's submitted may be authorized by the Program Manager when:
  - 1. Deliverables are billed but not submitted
  - 2. Insufficient funds exist to fully reimburse the Contractor for services provided
  - 3. Reports and FP databases are blank or if they are not properly filled out (i.e. missing information, data, etc.)
- E. Once the BWCH Program Manager approves the CER, it will be forwarded for payment.

## **6.5 Supporting Documentation**

The Contractor must maintain adequate supporting documentation to verify that units of service billed match units of service provided, and to verify that services were provided to eligible clients.

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## CHAPTER 7: PROGRAM MONITORING AND EVALUATION

### 7.1 Annual Review

All Contractors shall have at least one compliance-based site visit at least every two years. This site visit is also referred to as the site review.

### 7.2 Multiple Sites

To the extent practical, annual reviews will include a visit to all Contractor site locations, if the Contractor is providing services at multiple sites.

### 7.3 Consultative Site Visit

In addition to the site review, additional consultative site visits will be conducted if Contractor performance or other circumstances deem it necessary.

### 7.4 Purpose of the Site Review:

- A. Compliance-based site visits are provided to ensure that services were delivered pursuant to the terms and conditions of the contract and in accordance with the Reproductive Health/Family Planning Program Policy and Procedure Manual.
- B. Other purposes for annual review include but are not limited to:
  1. Evaluation of State and Community Resource Utilization
  2. Investigation of areas in question
  3. Identification of strengths and accomplishments
  4. Identification of weaknesses or areas of needed focus
  5. Providing consultation and technical assistance
  6. Facilitation of communication between the Contractor and BWCH
  7. Follow-up on previous site visit findings

### 7.5 Review Guidelines

The review, which will take place at least every two years, will be conducted in accordance with the following guidelines:

- A. Contractor Notification:
  1. The ADHS Family Planning Program Manager will notify the Contractor of the scheduling of annual review site visits.
  2. The ADHS Family Planning Program Manager will send an email to the Contractor which will:
    - a. Confirm the date and the time of the visit
    - b. Review the purpose of the visit
    - c. Identify the reviewer
    - d. Discuss activities to expect as part of the review process
    - e. Provide the Contractor with a copy of the site review monitoring tool(s)
  3. The visit with the Contractor will be scheduled a minimum of 30 days in advance of the review. The reviewer will work with the Contractor as much as

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possible to assist in minimizing interruptions to the staff's normal workload during the course of the review.

**B. Review Process**

1. Contractors and Sub-contractors must cooperate fully with the reviewer during the review process by making records and information available, allowing interviews, and providing a tour of the facilities
2. The reviewer will hold an entrance interview to obtain a current overview of clinic operations, clarify the review process, meet staff, answer any questions, and discuss completion of corrective action from any past review
3. Examples of activities included in site visits may include, but are not limited to:
  - a. Review of Contractor Documentation
    - i. Any materials to be distributed to clients
    - ii. Medical records
    - iii. Management reports
    - iv. Job descriptions, personnel files, etc.
  - b. Meeting with or interviewing program personnel to discuss program successes and potential problems
  - c. Work unit observation
4. Exit Conference: The reviewer will provide feedback to the Contractor regarding preliminary findings, the Contractors will have the opportunity to clarify and provide any input they deem necessary

**7.6 Annual Review Draft Report**

- A. The Program Manager will write findings in a draft report and e-mail the draft with a cover letter to the Contractor for review and comment. The cover letter will include instructions for review of the draft report. The Contractor must respond to the draft report within fourteen (14) days of receipt.
- B. The ADHS Family Planning Program Manager will be available to provide technical assistance as needed.

**7.7 Annual Review Final Report and Corrective Action**

- A. Within (5) five days of receipt and review of the Contractor's comments, the Program Manager will prepare a final report. The final report will identify areas of strength and a request for a written plan of corrective action, if required. The final report will be sent with a cover letter that will include instructions for completion of the written plan of correction.
- B. The Contractor will prepare the plan of corrective action addressing each finding included in the current year's annual review. This plan must be returned within 14 days of receipt of the final report.

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- C. Once the written plan of corrective action has been reviewed and approved by the Program Manager, it will be included as part of the final report
- D. The final report will be maintained in the Program files for future review.

## **7.8**

### **Failure to Comply**

Concerns of compliance failure or major contract performance issues will be reported to the Procurement Administrator. The Procurement Administrator will notify the Contractor within (7) seven days of receipt of the concern regarding further recourse.

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## CHAPTER 8: APPENDICES AND OPTIONAL DOCUMENTS

**ARIZONA FAMILY PLANNING PROGRAM ENCOUNTER FORM**

PATIENT NAME: Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ Date of Visit: \_\_\_\_/\_\_\_\_/\_\_\_\_ Clinic Site: \_\_\_\_\_ Visit Type: \_\_\_\_\_

LAB: (01) WT \_\_\_\_\_ (04) BP \_\_\_\_\_ / \_\_\_\_\_ (08) Pro \_\_\_\_\_ Pregnancy Test \_\_\_\_\_ (09) VDRL \_\_\_\_\_ (12) Pap Smear \_\_\_\_\_  
 (01) HT \_\_\_\_\_ (05) HGB/HCT \_\_\_\_\_ (07) Glu \_\_\_\_\_ Type \_\_\_\_\_ (10) GC \_\_\_\_\_ (13) Wet Mount/Gram \_\_\_\_\_  
 (02) HT \_\_\_\_\_ (06) Cholesterol \_\_\_\_\_ (D-) pH \_\_\_\_\_ Result \_\_\_\_\_ EDC \_\_\_\_\_ (11) Chlamydia \_\_\_\_\_ (14) Rubella Titre \_\_\_\_\_

DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ AGE: \_\_\_\_\_ LMP: \_\_\_\_\_ G: \_\_\_\_\_ P: \_\_\_\_\_ (Current Medications, include Birth Control) (Medical Hx Reviewed) \_\_\_\_\_  
 EDUCATION/COUNSELING PROVIDED: \_\_\_\_\_ (1 - Verbal; 2 - Media Assisted)

**ORAL CONTRACEPTIVE COMPLICATIONS**  
 (01) \_\_\_\_\_ Abdominal Pains  
 (02) \_\_\_\_\_ Chest Pain  
 (03) \_\_\_\_\_ Headaches  
 (04) \_\_\_\_\_ Extremities Pain  
 (05) \_\_\_\_\_ Sight/Vision  
 (06) \_\_\_\_\_ Bleeding  
 (08) \_\_\_\_\_ Others, detail \_\_\_\_\_

(01) \_\_\_\_\_ Contraceptive (09) \_\_\_\_\_ Intestility  
 (02) \_\_\_\_\_ Pregnancy (10) \_\_\_\_\_ Sterilization  
 (03) \_\_\_\_\_ HIV Risks (11) \_\_\_\_\_ Immunizations  
 (04) \_\_\_\_\_ Domestic Violence (12) \_\_\_\_\_ Hypertension  
 (05) \_\_\_\_\_ Nutrition (13) \_\_\_\_\_ Pap Smear  
 (06) \_\_\_\_\_ Smoking (14) \_\_\_\_\_ STD/Vaginitis  
 (07) \_\_\_\_\_ BSE (15) \_\_\_\_\_ Preconception Health  
 (08) \_\_\_\_\_ Parental Involvement discussed, if Teen  
 (09) \_\_\_\_\_ Other \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (CODE #) \_\_\_\_\_ (DATE) \_\_\_\_\_

PHYSICAL EXAM: \_\_\_\_\_ Full \_\_\_\_\_ Partial \_\_\_\_\_ Not Done  
 (0-Within Normal Limits; 1-Other, see comments)

(01) \_\_\_\_\_ Thyroid  
 (02) \_\_\_\_\_ Head/Lung  
 (03) \_\_\_\_\_ Breasts  
 (04) \_\_\_\_\_ Abdomen  
 (05) \_\_\_\_\_ Extremities  
 (06) \_\_\_\_\_ External Genitalia  
 (07) \_\_\_\_\_ Vagina  
 (08) \_\_\_\_\_ Cervix  
 (09) \_\_\_\_\_ Uterus  
 (10) \_\_\_\_\_ Adnexae L \_\_\_\_\_ R \_\_\_\_\_  
 (11) \_\_\_\_\_ Rectal

Conditions Found: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
 Assessment: \_\_\_\_\_  
 Pain: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (CODE #) \_\_\_\_\_ (DATE) \_\_\_\_\_

RX #	RX DOSE	# PRESCRIBED	# ISSUED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Diagnosis as written \_\_\_\_\_ Substitution Permissible \_\_\_\_\_

For: \_\_\_\_\_ To: \_\_\_\_\_ Release \_\_\_\_\_  
 For: \_\_\_\_\_ To: \_\_\_\_\_ Release \_\_\_\_\_  
 For: \_\_\_\_\_ To: \_\_\_\_\_ Release \_\_\_\_\_

(01) \_\_\_\_\_ Exam and Follow-up Instructions Reviewed, Patient States Understanding (02) \_\_\_\_\_ Counselor on Method (03) \_\_\_\_\_ Drug/Allergies  
 (04) \_\_\_\_\_ STD/Vaginitis (05) \_\_\_\_\_ Emergency Info Given (06) \_\_\_\_\_ Package Insert/Instructions Given ( ) \_\_\_\_\_ Other \_\_\_\_\_  
 Comments: \_\_\_\_\_

SIGNATURE/INITIALS \_\_\_\_\_ (CODE #) \_\_\_\_\_ (DATE) \_\_\_\_\_  
 (01) \_\_\_\_\_ Physical Exam (04) \_\_\_\_\_ Post-Counseling (06) \_\_\_\_\_ HPV Rx (08) \_\_\_\_\_ Colposcopy ( ) \_\_\_\_\_ Diaphragm/I.U.D.  
 (03) \_\_\_\_\_ Ed/Counseling (05) \_\_\_\_\_ Immunizations (07) \_\_\_\_\_ STD/Vaginitis Rx (09) \_\_\_\_\_ Cryosurgery (10) \_\_\_\_\_ Other \_\_\_\_\_

Patient's Next Visit: Date/Interval \_\_\_\_\_ Purpose: (02) ☐ Annual (01) ☐ First Supply (04) ☐ Follow-up (03) ☐ Other Supply

Arizona Department of Health Services (2016) IFS 4513



CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT H FAMILY PLANNING POLICY & PROCEDURES MANUAL
IGA2020-040	

Add in County Name

ARIZONA FAMILY PLANNING PROGRAM CLIENT MEDICAL HISTORY

NAME \_\_\_\_\_ DOB \_\_\_\_\_  
 Date of visit \_\_\_\_\_ (YR1) Date Updated (YR 2) \_\_\_\_\_ Date Updated (YR 3) \_\_\_\_\_  
 Allergies \_\_\_\_\_ Smoking \_\_\_\_\_ # of Cigs per day \_\_\_\_\_  
 Current Medications \_\_\_\_\_

Date and detail all positive comments 0 = within Normal Limits 1 = Other; See Detail

YR 1	YR 2	YR 3	
___	___	___	SKIN (Rashes, Lumps, Sores) _____
___	___	___	HEAD (HA's, Migraines, Seizures) _____
___	___	___	EYES (Glasses/Contacts, Visual Disturb) _____
___	___	___	EARS (Hearing Disturb, Pain, Infection) _____
___	___	___	NOSE, SINUS (Frag Colds, Hay Fever) _____
___	___	___	MOUTH/THROAT (Sore, Pain) _____
___	___	___	NECK (Lumps, Swollen Glands, Pain) _____
___	___	___	BREASTS (BRE, Pain, Lumps, Discharge) _____
___	___	___	RESPIRATION (Asthma, TB, Infection) _____
___	___	___	CARDIAC (Hypertension, Heart Disease, High Cholesterol) _____
___	___	___	GASTRO-INTESTINAL (Digestive upsets, bowel problems, Liver/gallbladder disease) _____
___	___	___	URINARY (UTI's, Urinary Disorders) _____
___	___	___	REPRODUCTIVE (PID, STD, Vag. Inf, DES, Abn Pap) _____
___	___	___	MUSCULOSKELETAL (Pains, Cramps) _____
___	___	___	PERIPHERAL VASCULAR (Thrombophlebitis, Varicose veins) _____
___	___	___	NEUROLOGIC (Seizures, Fainting, Numbness, Tingling) _____
___	___	___	PSYCHIATRIC (Nervousness, depression) _____
___	___	___	ENDOCRINE (Diabetes, Thyroid disorders) _____
___	___	___	HEMATOLOGIC (Anemia, Bleeding/Clotting, Clotting disorders) _____
___	___	___	CANCER _____
___	___	___	OPERATIONS/HOSPITALIZATIONS/INJURIES _____
___	___	___	IMMUNIZATIONS _____
___	___	___	SEX HISTORY _____

FAMILY HISTORY  
 F = Father M = Mother PGM = Paternal Grandmother PGF = Paternal Grandfather  
 MGM = Maternal Grandmother S = Sister B = Brother

Diabetes \_\_\_\_\_ Cholesterol \_\_\_\_\_ Heart Disease \_\_\_\_\_ Stroke \_\_\_\_\_ Hypertension \_\_\_\_\_  
 Cancer Type & REL \_\_\_\_\_  
 OTHER SPECIFY \_\_\_\_\_  
 Signature \_\_\_\_\_ (CODE) \_\_\_\_\_ Date \_\_\_\_\_  
 Signature \_\_\_\_\_ (CODE) \_\_\_\_\_ Date \_\_\_\_\_  
 Signature \_\_\_\_\_ (CODE) \_\_\_\_\_ Date \_\_\_\_\_

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**El Cliente Del Programa De La Planificacion De La Familia De Arizona La Historia Medica**

Nombre \_\_\_\_\_ La Fecha Del Nacimiento \_\_\_\_\_  
 Fecha (YR 1) \_\_\_\_\_ Fecha Actualizado (YR 2) \_\_\_\_\_ Fecha Actualizado (YR 3) \_\_\_\_\_  
 Alergias a Medicinas \_\_\_\_\_ Fumar \_\_\_\_\_ Mamere por Dia \_\_\_\_\_  
 Medicinas Actuales \_\_\_\_\_

Fecha y Detalle Todos Comentarios Positivos      0=Dentro de Limites Normales      1=Otro, ve Detalle

YR 1	YR 2	YR 3	
_____	_____	_____	Pele (sarpullidos, amontonan, llagas) _____
_____	_____	_____	Dirija (dolores cabeza, migrañas, ataques) _____
_____	_____	_____	Ojos (gafas, contactos, alborotos visuales) _____
_____	_____	_____	Orejas (oyendo alborotos, dolor, infecciones) _____
_____	_____	_____	Nariz/Seno (frecuenta los frios, polinosis) _____
_____	_____	_____	La Boca/Garganta (llagas, el dolor) _____
_____	_____	_____	El Cuello (amontona, glandulas hinchadas, paing) _____
_____	_____	_____	Los Senos (auto examen mensual, dolor, amontona, descarga) _____
_____	_____	_____	Respiracion (asma, TB, infecciones) _____
_____	_____	_____	Cardiaco (hipertension, enfermedad cardiaca, colesterol alto) _____
_____	_____	_____	Gastro-Intestinal (contratiempo digestivo, problemas intestinales, higado vesicula biliar) _____
_____	_____	_____	Urinario (las infecciones, desordenes) _____
_____	_____	_____	Reproductor (enfermedad inciatante pelvica, ETS, infecciones vaginales, manchas anormales de papilla) _____
_____	_____	_____	Musculosqueletico (dolor, obstaculizando) _____
_____	_____	_____	Periferico Vacular (thrombophlebitis, venas varicosas) _____
_____	_____	_____	Neurologico (ataques, desmayar, entumecimiento, sintiendo hormigueo) _____
_____	_____	_____	Psiquiatrico (nerviosismo, depresion) _____
_____	_____	_____	El Endocrino (diabetes, desordenes de tiroides) _____
_____	_____	_____	Hematologic (anemia, magullar, sangrar, coagulando) _____
_____	_____	_____	Cancer _____
_____	_____	_____	Operaciones, Hospitalizaciones, Las Heridas _____
_____	_____	_____	Inmunizaciones _____
_____	_____	_____	Historia Del Sexo (la edad llego a ser activa, numero de socios) _____
_____	_____	_____	Los Comentarios (fecha pr favor todo comentario)

HISTORIA DE LA FAMILIA					
F = Padre	M = Madre	PGM = Abuela Paternal	PGF = Abuelo Paternal	S = Hermanos	B = Hermano
MGM = Abuela Materna	MGF = Abuelo Maternal				

\_\_\_\_\_ Diabetes      \_\_\_\_\_ Cholesterol      \_\_\_\_\_ Enfermedad Cardiaca      \_\_\_\_\_ Stroke      \_\_\_\_\_ Hipertension  
 \_\_\_\_\_ Cancer (maquina y el paciente) \_\_\_\_\_  
 \_\_\_\_\_ Otro (especifique) \_\_\_\_\_

_____ Firma	_____ Fecha
_____ Firma	_____ Fecha
_____ Firma	_____ Fecha

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ARIZONA DEPARTMENT OF HEALTH SERVICES - FAMILY PLANNING PROGRAM CLIENT  
REGISTRATION FORM - **ALL INFORMATION IS CONFIDENTIAL**

Date of Visit: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Social Security Number \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Clinic Site: \_\_\_\_\_

**Personal Data: Please provide the following information.**

Last Name: \_\_\_\_\_ First \_\_\_\_\_ Middle Initial \_\_\_\_\_ Birth Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male (M)	<b>Marital Status:</b> <input type="checkbox"/> Never Married <input type="checkbox"/> Married (M) <input type="checkbox"/> Divorced (D) <input type="checkbox"/> Living Together <input type="checkbox"/> Separated (S) <input type="checkbox"/> Widowed (W)	<b>Race:</b> <input type="checkbox"/> Asian (A) <input type="checkbox"/> Black (B) <input type="checkbox"/> White (W) <input type="checkbox"/> Other (O) <input type="checkbox"/> Native American Tribe: _____	<b>Are you of Hispanic origin such as Mexican American, Latin American, Puerto Rican or Cuban?</b> <input type="checkbox"/> Yes (H) <input type="checkbox"/> No	<b>Primary Language:</b> <input type="checkbox"/> English (01) <input type="checkbox"/> Spanish (02) <input type="checkbox"/> Other _____	<b>Years of Education Completed:</b> _____
---	---	--	---	--	---

Maiden Name: \_\_\_\_\_ Mother's Maiden Name: \_\_\_\_\_

**Residential**

Address: \_\_\_\_\_ APT# \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

**Mailing**

Address: \_\_\_\_\_ APT# \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_ Cell Phone #: (\_\_\_\_) \_\_\_\_\_

Check all the ways we may contact you for Follow-up:

\_\_\_\_ Mail only \_\_\_\_ Home Phone \_\_\_\_ Work Phone \_\_\_\_ Cell Phone \_\_\_\_ Mail or Phone

Special Instructions/Other: \_\_\_\_\_

In case of EMERGENCY: Phone # (\_\_\_\_) \_\_\_\_\_ Relationship: \_\_\_\_\_ NAME (Last, First) \_\_\_\_\_

What is your PRIMARY work status? (please check one)

\_\_\_\_ Unemployed \_\_\_\_ Working Full-Time \_\_\_\_ Working Part-Time \_\_\_\_ Student Are you a: \_\_\_\_

Seasonal Worker \_\_\_\_ Migrant Worker \_\_\_\_ Not Seasonal or Migrant Worker

Have you seen a doctor in the last 3 months? \_\_\_\_ Yes \_\_\_\_ No If yes, why? \_\_\_\_\_

Who do you usually go to for health care? (\_\_\_\_) Doctor (\_\_\_\_) Clinic (\_\_\_\_) Other (\_\_\_\_)  
None Name: \_\_\_\_\_

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If you are single, what is **your total monthly** income before taxes: OR  
 If you are married, what is **your total combined monthly income** before taxes: \$\_\_\_per month Number of people (including yourself) who are supported by this income: \_\_\_\_\_

How many children have you given birth to? (Parity) \_\_\_\_\_

FOR CLINIC USE ONLY		
FEDERAL GUIDELINE %	FEE SCALE:	ASSIGNED SOURCE OF PAYMENT:
	___ No Fee ___ Partial Fee ___ Full	___ Title V ___ Title XX ___ Private Insurance
		___ Title X ___ AHCCCS ___ Self
		___ Other: _____
		Authorization: _____

Are you enrolled in AHCCCS? Yes: \_\_\_ AHCCCS ID #: \_\_\_\_\_ No: \_\_\_\_\_

Do you ANY have Health Insurance? Yes \_\_\_ No \_\_\_

If Yes, does the insurance cover Family Planning services? Yes: \_\_\_ No: \_\_\_\_\_

How did you hear about this Clinic? \_\_\_ Friend \_\_\_ Family Member \_\_\_ Flyer/Pamphlet  
 \_\_\_ TV/Radio/Newspaper \_\_\_ Referred by other agency  
 \_\_\_ I am a regular patient

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## HIPPA / Patient Rights ACKNOWLEDGEMENT

I acknowledge that I have been given the opportunity to view or receive a copy of the notice of Health Information Practices describing how medical information may be used and disclosed under the Health Insurance portability and Accountability Act (HIPAA), as well as a copy of Patient Rights.

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

## ADVANCE DIRECTIVES (LIVING WILL OR POWER OF ATTORNEY)

IF you have an advanced directive you may provide us with a copy.  
If you do not, we can give you information on how you can obtain one.

PLEASE CHECK ONE OF THE FOLLOWING STATEMENTS:

☐ I have an **ADVANCE DIRECTIVE (Living Will or Power of Attorney)** for health care.

☐ I do not have an **ADVANCE DIRECTIVE (Living will or Power of Attorney)** for health care.

☐ I would like to have information on obtaining an Advanced Directive.

Witness/Staff Signature \_\_\_\_\_

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## HIPPA RECONOCIMIENTO

Yo reconozco que se me ha dado la oportunidad de ver o recibir una copia del aviso de Prácticas de Información de Salud que describe cómo su información médica puede ser utilizada y divulgada en virtud de la Ley de portabilidad y Responsabilidad de Seguros Médicos (HIPAA), igualmente copia de los derechos de paciente.

\_\_\_\_\_  
Nombre

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma

## LAS INSTRUCCIONES POR ADELANTADO (TESTAMENTO)

Si tiene una directiva avanzada puede proporcionarnos una copia.  
Si no, podemos darle información sobre cómo puede obtener uno.

**POR FAVOR MARQUE UNA DE LAS SIGUIENTES AFIRMACIONES:**

\_\_\_\_\_ YO tener una directriz anticipada (Testamento) para el cuidado de la salud.

\_\_\_\_\_ No tengo una directriz anticipada (Testamento) para el cuidado de la salud.

\_\_\_\_\_ ME gustaría tener información sobre la obtención de una Directiva Avanzada.



CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
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## DOMESTIC/SEXUAL VIOLENCE SCREENING FORM

**Completing this form is voluntary.** You do not have to fill out this form to receive services. Anything you disclose, including your relationship with the person, who has abused you, will be kept confidential, with the exception of child abuse and neglect.

You may complete this form and request counseling services regardless of your gender, sexual orientation, or marital status. You do not have to have children or have left the abusive situation. You are not required to provide any information or details about the abusive situation to anyone before you are referred to see a counselor.

Are you in danger of a family member, your partner, or ex-partner doing any of the following to you?:

- Hitting, slapping, kicking, choking, or in any way hurting you physically?
- Isolating you, making you feel like a prisoner, or controlling what you can do?
- Threatening to harm you, your children, or someone close to you?
- Stalking you, following you, or checking up on you?
- Shaming or belittling you, constantly putting you down, or telling you that you are worthless?
- Forcing you to have sex, or into sexual acts that you do not want to participate in?
- Making you feel afraid?

\_\_\_\_\_ **YES:** I would like to meet with a domestic/sexual violence case worker to discuss my situation.

\_\_\_\_\_ **YES:** But I do not want to meet with anyone at this time.

\_\_\_\_\_ **NO:** None of the situations described above apply to me or I do not wish to answer these questions at this time.

In signing this form I affirm that the information above is correct.

Signature: \_\_\_\_\_

Revised 03/10/2020

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## VOLUNTARY CONSENT FORM

I voluntarily agree to receive Family Planning services from the Graham County Health Department, and further state that I have not been coerced, forced, threatened with physical violence, or otherwise received any undue influence to compel me to receive these services.

I understand that as a part of the overall services, I may be expected to have a physical exam, as well as a Pap smear if deemed necessary by the medical provider. These services will be conducted either by clinicians on contract with, or staff of, the Graham County Health Department. I also agree to participate in any administrative or consultation process that may be necessary to provide the identified services.

I understand that Graham County Health Department provides a teaching environment to students in the health care field. If I have any questions or concerns about this I will speak to a nurse.

I understand that family planning services are available to all females aged 14 years or older regardless of marital status, sexual orientation, religious affiliation, race, ethnicity, or national origin. If I feel I have been discriminated against by any contractor or staff member of the Graham County Health Department I will speak with the Health Director.

I have received and read my Patient Bill of Rights.

I have read the above information and hereby consent to and authorize the staff and contracted clinicians of the Graham County Health Department to conduct the identified Family Planning services.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

*Please Note: This is an example of language that can be used.*

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
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**FORMULARIO DE CONSENTIMIENTO VOLUNTARIO**

Estoy de acuerdo voluntariamente recibir servicios de planificación familiar del Departamento de salud del Condado \_\_\_\_\_ y más estado que yo he no sido coaccionado, obligado, amenazados con violencia física, o de lo contrario recibe cualquier influencia indebida para obligarme a recibir estos servicios.

Entiendo que como parte de los servicios generales se espera tener un examen físico, así como una prueba de Papanicolaou o sangre dibujo si se considera necesario por el médico. Estos servicios se llevará a cabo por los médicos por contrato con, o de personal, el Departamento de salud del Condado. También estoy de acuerdo en participar en alguna administrativo o proceso de consultas que sea necesaria para proveer los servicios identificados.

Entiendo que \_\_\_\_\_ Graham Departamento de Salud proporciona un entorno de enseñanza a los estudiantes en el campo de la salud. Si tengo alguna pregunta o inquietud acerca de esto voy a hablar con una enfermera.

Entiendo que servicios de planificación familiar están disponibles para todas las mujeres de 14 años de edad o mayores independientemente del estado civil, orientación sexual, afiliación religiosa, raza, etnia o nacionalidad de origen. Si siento que he sido discriminado por cualquier contratista o miembro del personal del Departamento de salud del Condado voy a hablar con el Director de salud.

Haber leído la información anterior y por la presente consiente y autorizar al personal y los médicos contratados del Departamento de salud del Condado para llevar a cabo los servicios de planificación familiar identificados.

\_\_\_\_\_  
Firma del cliente fecha

\_\_\_\_\_  
Firma del testigo fecha

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## Optional Documents

Electronic copies of the following documents will be shared with each County: Consent for Birth

Control Patch  
 Consent for Birth Control Ring  
 Consent for Depo-Provera  
 Consent for NuvaRing  
 Consent for Oral Contraceptive ECP  
 Informed Consent



**ARF-8679**

**Regular Agenda Item 2. I.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Carl Melford, Emergency Management Program Manager

Submitted By: Stephanie Chaidez, Contracts Administrator

Department: Health & Emergency Management

Division: Emergency Management

Fiscal Year: FY2024 & FY2025

Budgeted?: Yes

Contract Dates One year from signature

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Authorization to advertise Invitation for Bids No. 032124 - *Northern Gila County Water Storage System Project.*

Background Information

In 2006, Gila County in collaboration with the Tonto National Forest Service and local fire districts installed water tanks and bladders in areas that could be reached by helicopters. The intent was to put out fires as soon as they are detected in the Rim Country area (Payson). The idea was to position the water sites so that the turnaround time for the helicopters would be less than five minutes.

On March 15, 2022, through Senator Mark Kelly's Office, Gila County was awarded \$609,000 in Congressionallydirected earmark monies to be used for maintaining water storage systems for wildfire protection in Gila County. The award expires in September 2025.

When the \$609,000 was awarded, the funds went directly to the U.S. Forest Service (USFS) for disbursement to Gila County. In our discussions with the USFS, it was discovered that since the \$609,000 was sent directly to the USFS, any disbursements of these funds must follow their grant application process. In further discussion with the USFS, we were informed that this funding has a 1:1 match requirement attached to it. This match can be financial, in-kind activities, or a combination of both. The in-kind match can be contributions consisting of donated time and effort, real non-expendable personal property, and goods and services directly benefiting and specifically identifiable to the supported activity or project.



The breakdown of this Congressionally directed earmark award would be \$609,000 from the USFS with a \$609,000 match from Gila County (financial, in-kind activities, or a combination) for a total of \$1,218,000.

On August 30, 2022, the Gila County Board of Supervisors authorized a grant application to the USFS to accept a Congressionally directed earmark award of \$609,000 for maintaining water storage systems for wildfire protection in Gila County.

On November 29, 2022, and December 6, 2022, the Gila County Emergency Management Department sought guidance from the Gila County Board of Supervisors on how to best allocate the funds from the Congressionally directed earmark award of \$609,000 to be used for maintaining water storage systems for wildfire protection in Gila County with the understanding that this funding comes with a 1:1 match of \$609,000 for Gila County that can be in cash, in-kind activities, or a combination of both for the period of March 2022 to September 2025.

### Evaluation

In times of forest fires, the availability of a ready water supply can be unreliable due to demand or environmental conditions, especially in rural or remote areas. Having a secondary source of water in key locations, such as a water bladder tank for emergencies can make a difference in protecting properties within Gila County.

The average lifespan of a water bladder tank is five to seven years. Gila County currently has 14 high-priority water tanks and storage systems locations throughout high-risk wildfire areas. Many of these sites have old water bladders with deteriorating water storage tanks. This funding provides the opportunity for the evaluation and purchase of new water tank storage systems to replace the dilapidated tanks and old bladders and to hire a qualified contractor to transport and install 56-5,000 Gallon water storage tanks to the 14 locations. This will increase the capability of fire suppression efforts which is vital to the protection of Gila County residents' life and property in areas prone to wildfires.

The 14 sites owned by Gila County (map included below) are currently outfitted with water bladders and a dip tank. Contractors must level a 10' x 50' portion of land within proximity to the dip tanks. The leveled area should be covered in a layer of granite or sand to prevent erosion. The 56 tanks will be stored at the Gila County Public Works yard at 5318 AZ-260, Star Valley, AZ 85541. Four tanks are to be transported by contractors to each site, placed, and leveled with the plumbed sections of each tank accessible to vehicles. Once the tanks are leveled, each will need to be filled with 5,000 gallons of water.

### Conclusion

Due to the age and condition of the current water tanks and storage systems that the USFS uses for quick wildfire suppression and response in high-risk areas of Gila County, this project will greatly assist in upgrading those systems throughout Gila County.

Recommendation

The Gila County Emergency Management Department recommends that the Board of Supervisors authorize the advertisement of Invitation for Bids No. 032124 - *Northern Gila County Water Storage Systems Project*.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 032124 - *Northern Gila County Water Storage System Project*. **(Carl Melford)**

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Attachments

Invitation for Bids No. 032124 Northern Gila County Water Storage System Project

Request to Advertise 032124

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**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID NO. 032124**

**NORTHERN GILA COUNTY WATER STORAGE SYSTEM PROJECT**



**\*BOARD OF SUPERVISORS\***

**Stephen Christensen, Chairman**

**Timothy Humphrey, Vice Chairman**

**Woody Cline, Member**

**\*COUNTY MANAGER\***

**James Menlove**



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

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
032124**

**BID DUE DATE: Tuesday, May 14, 2024**

**TIME: 11:00 AM**

**DESCRIPTION: Purchase of 56 – 5,000 gallon water storage tanks**

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: STEPHANIE CHAIDEZ  
COPPER BUILDING  
1350 EAST MONROE GLOBE, ARIZONA 85501**

**Bid 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) 402-8897 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

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

The Board of Supervisors reserves the right to reject any or all 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 advertisement dates: April 23, 2024, and April 30, 2024.

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

Signed: \_\_\_\_\_  
Stephen Christensen, Chairman, Board of Supervisors

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

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

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

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**BID NO. 032124**  
**Purchase of 56 – 5,000-gallon water storage tanks**

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**GENERAL SCOPE**

It is the intent of this solicitation to purchase 56 – 5,000 gallon water storage tanks for use in the initial attack on wildfires throughout Northern 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" Page 13, and as specified on Price Sheet for total price being proposed.**

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

The purchase of the following:

- 20,000 Gallons of water storage would be needed at each of the 14 sites.
- Tanks should be made of a durable PVC material.
- Tanks must be vertical and top-fill.
- Must be equipped with 4" Cam lock fitting.
- Must be able to withstand freezing temperatures as well as extreme heat.
- Tanks should come with repair kits.
- Vendor must be able to plumb tanks prior to shipping. (Plumbing after purchase would void any warranty)
- Four 5,000 Gallon tanks per site would be preferable over a single 20,000-gallon tank due to wide-load shipping costs and limited access through small, unmaintained road systems.
- Vendor will provide shipping to a central location in Northern Gila County.
- Tanks should be equipped with some sort of gauge to check water levels.
- Vendors would provide a quote for 56 - 5,000-gallon water storage tanks.



**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.

**Amendments**

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

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

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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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.

**Late Bids**

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

***Submittal Bid Format:***

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

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

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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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 "Purchase of 56 - 5,000-gallon water storage tanks", "Bid No. 032124", "May 14, 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 AM. AZ Time, Tuesday, May 14, 2024. Bids will be opened at 11:00 AM., Tuesday, May 14, 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.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

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

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

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

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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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 page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 032124 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. 032124, 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.

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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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.



**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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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.

**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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

**BID NO. 032124**  
**Purchase of 56 - 5,000-gallon water storage tanks**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 032124**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase AR-15 Rifles. This Invitation for Bid No. 032124 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, and Offer Page 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.

**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, 2025. 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, 2025**, unless terminated, cancelled or extended as otherwise provided herein.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 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.

**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Product must be delivered no later than June 30, 2025. 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 County Procurement written documentation from the manufacturer 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.

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**SPECIFICATION/PRICE SHEET**

**Complete and Return this form** for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

**Vendor Name:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

<b>QTY</b>	<b>DESCRIPTION</b>			<b>PRICE EACH</b>	<b>TOTAL</b>
<b>56</b>	5,000 Gallon Water Storage Tanks				
<b>OTHER COSTS</b>					
<b>SALES TAX</b>					
<b>TOTAL</b>					

**Delivery Location:** Gila County Public Works Yard, 5318 AZ-260, Star Valley, AZ 85541

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

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

## 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 032124 Purchase of 56 - 5,000 gallon water storage tanks**

The applicant submitting this Bid warrants the following:

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

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

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**Signature of Authorized Person to Sign**

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**Printed Name**

---

**Title**

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

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF:                        )

\_\_\_\_\_

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

That he is \_\_\_\_\_

(Title)

of \_\_\_\_\_ and \_\_\_\_\_

(Name of Business)

That he is bidding on **Gila County Bid No. 032124 - Purchase of 56 - 5,000 gallon water storage tanks**  
**and,**

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

(Name of Business)

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

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**By**

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Notary Public**

**My Commission expires:**  
\_\_\_\_\_



**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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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.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

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

**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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**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.

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**Signature of Authorized Representative**

---

**Printed Name**

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**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:** \_\_\_\_\_

\_\_\_\_\_  
**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:** \_\_\_\_\_

**Vendor** \_\_\_\_\_

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

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

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

**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 EXECUTED**

QUALIFICATION & CERTIFICATION FORM	_____
CERTIFICATION REGARDING DEBARMENT	_____
PRICE SHEETS	_____
NO COLLUSION AFFIDAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	_____
OFFER PAGE	_____

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

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. 032124 Purchase of 56 - 5,000 gallon water storage tanks.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before May 15, 2024, 1:00 PM.

**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

---

**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: 032124 Purchase of 56 - 5,000 gallon water storage tanks**

**Firm Submitting Bid:**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

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

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

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

Fax \_\_\_\_\_

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

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

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

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

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



**BID NO. 032124**  
**Purchase of 56 - 5,000 gallon water storage tanks**

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**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 032124 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 032124**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Stephen Christensen, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
James Menlove, Clerk of the Board

**APPROVED AS TO FORM:**

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

## GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

IS THIS A REQUEST FOR		Check one
Bids <input checked="" type="checkbox"/>	Proposals _____	
Qualifications _____		
		REQUEST NUMBER <u>032124</u> (For Procurement Use Only)
I. DESCRIPTION: List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.		
FUNDING	PROJECTS: Northern Gila County Water Storage system Project	
Fund <u>1007</u>	Dept No. <u>101</u>	Program <u>957</u> Location _____ Account <u>4500.99</u>
INTENT:	It is the intent of this solicitation to purchase 56 water storage tanks to replace the existing water bladders in Northern Gila County. These tanks are to be utilized by wildland fire crews to support initial attack and suppression of wildfires in Gila County.	
Signed: <u>Michael O'Sullivan</u>	Date <u>3/4/24</u>	
Elected Official or Department Head		
II. DEPARTMENTAL INFORMATION ONLY: Action Dates		
DATE	Department Receipt	Placed on Agenda
	Presented to Board <u>4-16-2024</u>	Approved to Call _____
	Delivered to Paper <u>4-18-2024</u>	Paper Name <u>Payson Roundup</u>
	Advertised From <u>4-23-2024</u>	To <u>4-30-2024</u>
	Closing Date <u>5-14-2024</u>	Bid Award Date _____
	Awarded To _____	Pre-Bid Meeting Date _____
III. OTHER APPROVAL: Only as necessary		
Department Name: _____		
Department Head Signature _____		Date _____
Department Name: _____		
Department Head Signature _____		Date _____
IV. APPROVED		
Finance Director Signature _____		Date _____

**ARF-8691**

**Regular Agenda Item 2. J.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Homero Vela, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 08-01-23 to 08-30-24

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approval of Amendment No. 1 to Collection Agreement No. 070623 between Gila County and Arizona Game and Fish Department.

Background Information

On August 1, 2023, the Board of Supervisors approved Collection Agreement No. 070623 with Arizona Game & Fish for the Tonto Creek Bridge Project.

On December 28, 2021, the US Fish and Wildlife Service (USFWS) issued the Biological Opinion (BO) for the Tonto Creek Bridge Project. One requirement of the BO is:

A qualified/certified biologist shall monitor the construction footprint, at-grade crossings, action areas, and any areas affected by the proposed action to avoid incidental take of northern Mexican Gartersnake and Yellow-Billed Cuckoo and Southwestern Willow Flycatcher.

On August 15, 2022, Gila County entered into an initial Collection Agreement No. 072522 with the Arizona Game and Fish Department. The Collection Agreement No. 072522 was to provide environmental monitoring of the footprint, at-grade crossings, and action areas of the Tonto Creek Bridge construction zone for species of concern.

The Arizona Game and Fish Department provides an assigned biological monitor that is present every day that construction activities are

performed.

On August 1, 2023, Gila County entered into Collection Agreement No. 070623 with the Arizona Game and Fish Department with a not to exceed amount of \$284,674 to provide environmental monitoring during the remaining construction of the Tonto Creek Bridge.

### Evaluation

Amendment No. 1 to Collection Agreement No. 070623 with the Arizona Game and Fish Department extends the term of the contract through August 30, 2024, due to the needed to allow Arizona Game and Fish time to submit all applicable billing following completion of the project.

The USFWS has required that a qualified/certified biologist monitor the construction footprint, at-grade crossings, action areas, and any areas affected by the construction of the Tonto Creek Bridge for the presence of northern Mexican Gartersnakes, Yellow-Billed Cuckoo, and Southwestern Willow Flycatcher.

The Arizona Game and Fish Department has provided the required, permitted biologists and environmental monitoring since August 15, 2022, under Collection Agreement No. 072522.

### Conclusion

The Public Works Department Director wishes to execute Amendment No. 1 to Collection Agreement 070623 to extend the term of the contract through August 30, 2024, to allow Arizona Game and Fish time to submit all applicable billing following completion of the project.

### Recommendation

It is the recommendation of the Public Works Department Director that the Board of Supervisors approve Amendment No. 1 to Collection Agreement No. 070623, extending the expiration date from 05/25/24 to 08/30/2024. The not to exceed amount of Contract No. 070623 will remain unchanged at \$284,674.

### Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Collection Agreement No. 070623 with the Arizona Game and Fish Department to extend the term of the contract through August 30, 2024, with a not to exceed amount of \$284,674. **(Homero Vela)**

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Attachments

Amendment No. 1 to Collection Agreement No. 070623

Executed Collection Agreement 072522 with Game & Gish

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**AMENDMENT NO. 1 TO COLLECTION AGREEMENT NO. 070623  
BETWEEN  
GILA COUNTY  
AND  
ARIZONA GAME AND FISH DEPARTMENT  
ENVIRONMENTAL MONITORING WITHIN THE TONTO CREEK BRIDGE CONSTRUCTION ZONE  
AT PUNKIN CENTER, AZ**

**RECITALS**

**WHEREAS**, the Parties have entered into Intergovernmental Agreement No. 070623 dated August 1, 2023 (the "Agreement"), whereby Arizona Game and Fish Department for Environmental Monitoring on the Tonto Creek Bridge Project; and

**WHEREAS**, Agreement No. 070623 expires on May 25, 2024, the parties wish to extend the Agreement through August 30, 2024, due to needed time for project completion.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the Parties hereby agree as follows:

1. **Amendment No. 1** The term of the agreement is hereby extended to expire on August 30, 2024.
2. **All other terms, conditions, and provisions of the original IGA shall remain the same and apply during the July 6, 2023, to August 30, 2024, period.**



**AMENDMENT NO. 1 TO COLLECTION AGREEMENT NO. 070623**

**In Witness Whereof**, the parties to this Collection Agreement No. 070623 Amendment No. 1, have caused their names to be affixed hereto by their proper offices on the date indicated above.

**GILA COUNTY**

---

Stephen Christensen, Chairman  
Gila County Board of Supervisors

**ATTEST**

---


James Menlove, Clerk of the Board

**APPROVED AS TO FORM**

---

The Gila County Attorney's Office

**ARIZONA GAME AND FISH DEPARTMENT**



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Clay Crowder, Assistant Director, Wildlife  
Management Division

**COLLECTION AGREEMENT NO. 072522**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**ARIZONA GAME AND FISH DEPARTMENT**

**ENVIRONMENTAL MONITORING WITHIN THE TONTO CREEK BRIDGE CONSTRUCTION ZONE**  
**AT PUNKIN CENTER, AZ**

**THIS AGREEMENT** is made and entered into effective this 15<sup>th</sup> day of August, 2022, by and between Gila County, a political subdivision of the State of Arizona, and the Arizona Game and Fish Department (the Parties).

**RECITALS**

**WHEREAS**, Gila County may enter into agreements for services pursuant to A.R.S. §11-952;

**WHEREAS**, the Arizona Game and Fish Commission may enter into agreements with political subdivisions of the State pursuant to A.R.S. §17-231(B)(7) for management studies related to the preservation and propagation of wildlife,

**WHEREAS**, Gila County seeks the services of full-time qualified biologists to monitor for the presence of, and safely relocate the federally-listed Northern Mexican garter snake during the construction phase of the Greenback Valley Road bridge construction footprint that spans Tonto Creek in Punkin Center, AZ;

**WHEREAS**, the Department is capable of providing such services;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**AGREEMENT**

**Work to be Performed.** The Department will conduct biological monitoring for the Northern Mexican garter snake within the Greenback Valley Road bridge construction footprint in accordance with the attached Scope of Work. An assigned biological monitor shall be present every day during construction activities to monitor for the presence of the Northern Mexican garter snake and if found to relocate the snake to a safe location.

**Term of Agreement.** The initial term of this Agreement shall be for 325 days from the date of execution of this Agreement by both Parties.

**Costs.** This Agreement is a Time and Materials, Fee for Services Contract not to exceed the sum of Two Hundred Thirty Thousand One Hundred Five dollars (\$230,105.00) in accordance with the Pricing Quotation in the attached Scope of Work

**Deliverables.** The Department will submit a draft and final monitoring report to EPG. The report will include a status report. The draft report will be due quarterly. A final report will be submitted within 30 days after receipt of comments by EPG.

**Amendments.** Additional tasks not included within the attached SOW will require a cost amendment and a written modification to this Agreement.

**Payment.** The Department will submit an invoice to Gila County Finance 1400 E. Ash Street, Globe, AZ 85501, not more frequently than quarterly. Invoices shall be submitted to Gila County Finance. Payment is due within 30 days of receipt of each invoice.

- This agreement is a Time and Materials Not to Exceed (\$230,105), Fee for Services Contract.

**Independent Contractors.** The status of the Parties shall be that of independent contractors and nothing in this Agreement shall be construed as creating a joint venture.

**Termination for Convenience.** The Parties reserve the right to terminate this Agreement at any time and without cause by serving upon the other Party 30 days advance written notice of such intent to terminate. In the event of such termination, the Commission's only obligation to County shall be paid for services performed as described in Paragraph one.

**Non-Agreement.** The Department shall not assign its rights to this Agreement in whole or in part, without prior written approval of the County. The assignment may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

**Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

**Applicable Law.** The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

**Notices.** Notices relating to this Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Department:	Michael F. Ingraldi, PhD Arizona Game and Fish Department 5000 West Carefree Highway Phoenix, AZ 85086 mingraldi@frontier.net
Gila County:	Steve Sanders, Director of Public Works Gila County 1400 E. Ash Street Globe, AZ 85501 <a href="mailto:ssanders@gilacountyaz.gov">ssanders@gilacountyaz.gov</a>

These addresses may be changed by either Party by giving notice in writing. Such changes shall also be deemed to have been effectively noticed five (5) calendar days after being mailed to each Party changing the address.

**Non-Waiver.** The failure of either Party to insist on any one or more instances upon the full and complete performance of any of the terms and conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance of either Party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

**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 action relating to this Agreement shall be brought in a court of the State of Arizona in Gila County.

**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 the performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A Party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in the 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.

**Records retention.** In accordance with A.R.S. ARS §41 -151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.

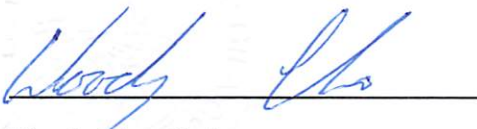
**Audit.** In accordance with A.R.S. § 35-214, the Parties shall retain and shall contractually require any sub-contractor to retain all data, books, and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Parties shall produce the original of any or all such records.

**Arbitration.** To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.

**Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Agreement, and the financing for it, shall be approved annually by each Party; financing may include the commitment of general funds, grant funds, or another available financing.

**Termination for Non-Availability of Funds.** Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

**GILA COUNTY**

A blue ink signature of Woody Cline, consisting of a stylized 'W' and 'C'.

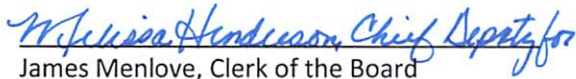
Woody Cline, Chairman  
Gila County Board of Supervisors

**ARIZONA GAME AND FISH DEPARTMENT**

A blue ink signature of Clay Chowder, featuring a large 'C' and 'A' followed by a stylized 'H' and 'D'.

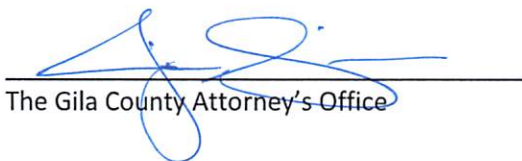
Clay Chowder, Assistant Director, Wildlife  
Management Division

**ATTEST**

A blue ink signature of James Menlove, written in a cursive style.

James Menlove, Clerk of the Board

**APPROVED AS TO FORM**

A blue ink signature, likely of an attorney, written in a stylized cursive script.

The Gila County Attorney's Office

# **Environmental Monitoring within the Greenback Valley Road Bridge Construction Zone along Tonto Creek in Punkin Center, AZ**

Prepared by:

Michael F. Ingraldi, PhD  
Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, Arizona 85086



## **Introduction**

The Arizona Department of Transportation will be constructing a bridge located on Greenback Valley Road in Punkin Center that spans Tonto Creek. (Figure 1). The construction phase of the bridge will require construction personnel to access potential habitat of the federally listed northern Mexican gartersnake (*Thamnophis eques megalops*; NMGS), Yellow-billed Cuckoo (*Coccyzus americanus*), and Southwestern Willow flycatcher. To minimize the potential of encountering this species a biological monitor should be present during construction activities. The purpose of the project is to provide an environmental monitor for the construction phase of the Tonto Creek Punkin Center bridge Greenback Valley Road bridge over Tonto Creek.

This SOW includes:

- Providing qualified biologists with a USFWS Recovery Permit to oversee process of capturing and transporting NMGS if necessary.
- Travel to and from the project site.
- Daily upload of monitoring data including field forms and photos of all NMGS encountered.
- Attendance at a construction meeting and regular coordination regarding construction activity schedule
- Complete and submit the monitoring report within 30 days of monitoring completion to the Engineer and Environmental Planning Group (EPG).

## **Assumptions**

- Up to two draft reports will be submitted to EPG for review and comment.
- One final report will be prepared in both electronic and hard copy formats.
- The pre-construction phase of the project will only require 15 days of a biological monitor's time onsite.
- All additional tasks over and above the stated SOW will require a contract modification and cost amendment.



- This agreement is a Time and Materials Not to Exceed (\$230,105), Fee for Services Contract.

### **Objectives**

1. To perform biological monitoring for within Greenback Valley Road bridge construction footprint that spans Tonto creek in Punkin Center, AZ, for 325 days, and;
2. Provide final report outlining species encounter and removed from the project area.

### **Approach (Work Plan)**

We will provide a full-time biological monitor for 325 days during the bridge's construction activities. The monitor will be responsible for the following activities:

- A biological monitor shall be present every day that work is performed to conduct surveys for northern Mexican gartersnakes within areas of concentrated ground disturbance.
- If one or more northern Mexican gartersnakes are observed, they will be immediately hand-captured by a permitted individual and safely relocated up- or downstream a reasonable distance from the project area, not to exceed 300 yards. Relocated gartersnakes shall be released into existing shelter (mammal burrow, rock crevice, dense vegetation, etc.).
- At the start of each workday, the biological monitor will check under vehicles, equipment, construction materials, or any other obvious cover (artificial or natural) for sheltered northern Mexican gartersnakes and relocate any snake found as provided above.
- Prior to construction activity, a biological monitor will produce a handout on listed species in Tonto Creek and present an environmental awareness program to on-site project personnel, including but not limited to contractors, contractors' employees, supervisors, inspectors, and subcontractors. The program will contain, at a minimum, information concerning the biology and distribution of the Southwestern willow flycatcher, Western yellow-billed cuckoo, and northern Mexican gartersnake, their occurrence in the area, measures to avoid impacts, and procedures to follow if encounters with these species occur. Although spikedace do not occur in Tonto Creek, the program should include a brief discussion of spikedace critical habitat and its occurrence in the watershed.

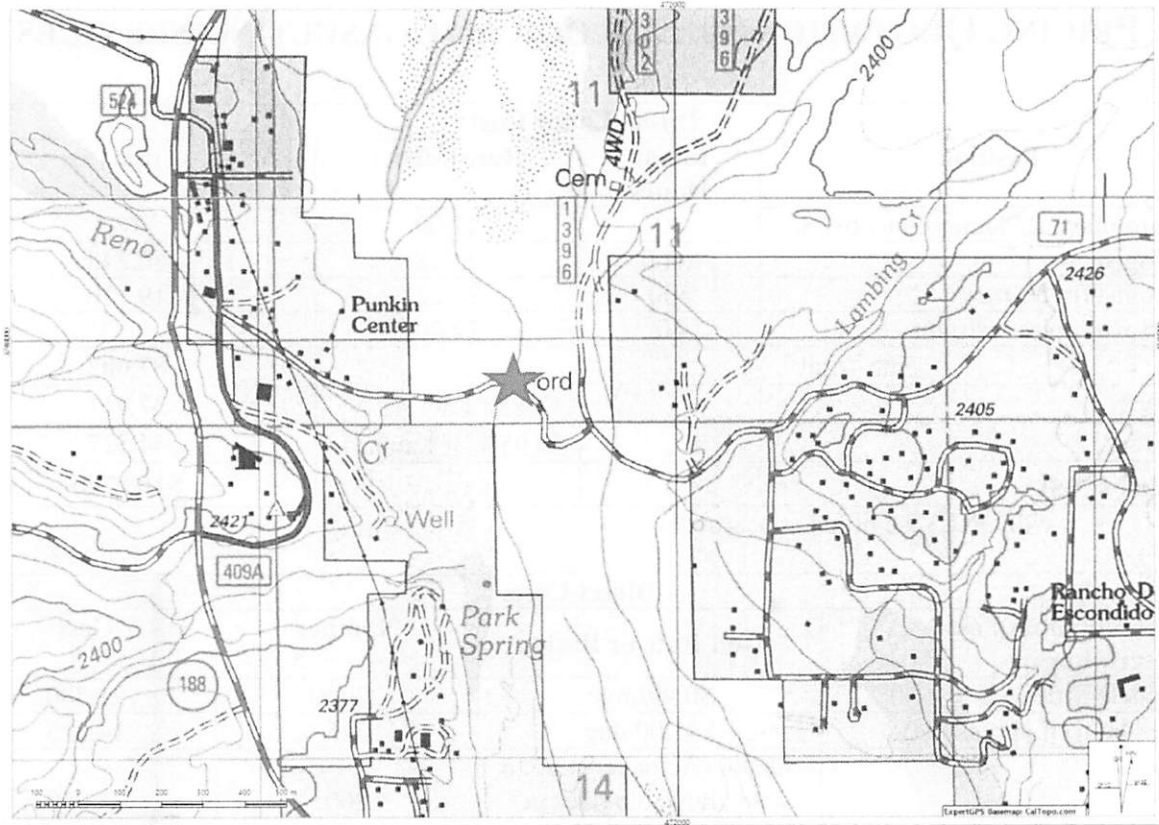
We will provide a final summary report of all monitoring activities and federally listed species encountered. This report will include at a minimum a summary of daily monitoring data sheets and pictures of any threatened or endangered species encountered.

### **Timeline**

<b>Time</b>	<b>Activity</b>
First month prior to construction	Attend project partnering/kick off meeting
Next 325 days of construction	Perform monitoring activities

Within 30 days of bridge construction activities

Complete and submit monitoring report



**Figure 1.** Site of the bridge construction project over Tonto Creek along Greenback Valley Road in Punkin Center, Arizona.

**Budget Summary**

## **Wildlife Contracts Branch**

### **PRICING QUOTATION for BIOLOGICAL CONSULTING SERVICES**

<b>Direct Labor Costs</b>			
<b>Position</b>	<b>Labor Hours</b>	<b>Rate (\$/Hr.)</b>	<b>Costs (\$)</b>
Environmental Planner/Scientist Sr.	40	41.09	1,644
Biologist	2600	25.48	66,248
Biologist (overtime)*	500	38.22	19,110
Administrative Assistant	40	22.20	
Sub-total			<b>87,002</b>
ERE		43% of Labor	<b>37,411</b>
Indirect		50.95% of Labor	<b>44,327</b>
<b>Total Cost</b>			<b>\$168,740</b>

\* = will ONLY be billed as accrued

<b>Direct Costs</b>			
<b>Reimbursable Costs Description:</b>	<b>Unit Rate or Basis</b>	<b>Number</b>	<b>Cost</b>
Vehicle Mileage	\$0.99/mile	22000	21,780
Per Diem (If applicable)	\$45.00/day	325	14,625
Lodging	\$96.00 (Actual cost up to state allowable rates per state schedule)	260	24,960
Expendable field supplies, e.g., batteries, paper, dip net, etc.			500
<b>Direct Costs</b>			<b>\$61,365</b>

<b>Labor Cost Sub Total</b>	<b>\$168,740</b>
<b>Direct Costs</b>	<b>\$61,365</b>
<b>Total Cost</b>	<b>\$230,105</b>

**ARF-8689**

**Regular Agenda Item 2. K.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Homero Vela, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 09-19-23 to 07-31-24

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 1 to Contract No. 120422 - *Roosevelt Lake Resort Stagecoach Trail Improvement Project.*

Background Information

On September 19, 2023, the Board of Supervisors approved Contract No. 120422 - *Roosevelt Lake Resort Stagecoach Trail Improvement Project.* The original contract was executed for a not to exceed without written authorization amount of \$668,800.

Evaluation

Staff have received a total of five change orders totaling \$153,226.89 bringing the total construction costs to \$761,226.89. After deduction of \$60,800 in owner's contingency and a \$1,275.00 credit from Visus Engineering Construction, Inc., an amendment in the amount of is \$91,151.89 is needed.

All other terms, conditions, and provisions of the original Contract shall remain the same.

Conclusion

It is in the best interest of Gila County to issue Amendment No. 1 to Contract 120422 - *Roosevelt Lake Resort Stagecoach Trail Improvement Project* in the amount of \$91,151.89 to compensate Visus Engineering Construction Inc. for the approved change orders.

Recommendation

It is the recommendation of the Public Works Department Director that the Board of Supervisors approve Amendment No. 1 to Contract 120422 - *Roosevelt Lake Resort Stagecoach Trail Improvement Project* in the amount of \$91,151.89, increasing the total contract amount to \$761,226.89. All other terms, conditions, and provisions of the original Contract shall remain the same.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract 120422 - *Roosevelt Lake Resort Stagecoach Trail Improvement Project* in the amount of \$91,151.89, increasing the total contract amount to \$761,226.89. **(Homero Vela)**

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Attachments

Amendment No. 1 to Contract 120422

Contract No. 120422 with Visus Engineering Construction, Inc.

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**AMENDMENT NO. 1 to CONTRACT NO. 120422**

*The following amendments are hereby incorporated into the agreement for the below project*

**ROOSEVELT LAKE RESORT  
STAGECOACH TRAIL IMPROVEMENT PROJECT  
PUBLIC WORKS**

**Effective September 19, 2023**, Gila County and Visus Engineering Construction, Inc. entered into a contract whereby Visus Engineering Construction, Inc. agreed to provide roadway improvement work consisting of constructing new pavement, ribbon curb, and valley gutter for the two-lane roadway and side street curb returns.

The Public Works -Engineering would like to increase the original contract amount of \$668,800.00 by an additional Ninety-One thousand, One hundred, Fifty-One and 89/100 dollars (\$91,151.89) to compensate Visus Engineering Construction, Inc. for approved change orders.

**Amendment No. 1 to Contract No. 120422** will serve to increase the contract amount by an amount of Ninety-One thousand, One hundred, Fifty-One and 89/100 dollars (\$91,151.89).

Consequently, the contract is amended to increase the contract amount by \$91,151.89 for a new total contract amount of \$761,226.89.

All other terms, conditions, and provisions of the original Contract shall remain the same and apply during the September 19, 2023, to July 31, 2024, period.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



**AMENDMENT NO. 1 to CONTRACT NO. 120422**

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GILA COUNTY BOARD OF SUPERVISORS:**

**VISUS ENGINEERING CONSTRUCTION, INC.:**

\_\_\_\_\_  
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

**GILA COUNTY  
REQUEST FOR INVITATION FOR BIDS**

**STAGECOACH TRAIL  
IMPROVEMENTS**

**BID NUMBER 120422**

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



**\*BOARD OF SUPERVISORS\***  
Woody Cline, Chairman  
Steve Christensen, Vice Chairman  
Tim Humphrey, Member

**\*COUNTY MANAGER\***  
James Menlove



**INVITATION FOR BIDS  
BID CALL NO. 120422**

Sealed bids will be received by **Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 3:00 P.M. (AZ Time), Thursday, August 24, 2023, for Bid No. 120422, Stagecoach Trail Improvements, GILA COUNTY, ARIZONA**, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 P.M. The Bids will be publicly opened and read aloud at 3:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Betty Hurst, Purchasing, 1400 E. Ash Street, Globe, AZ 85501; Gila County website [www.gilacountyaz.gov](http://www.gilacountyaz.gov) in Finance, Purchasing; and Dodge Data and Analytics.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **BID NO. 120422, STAGECOACH TRAIL IMPROVEMENTS**. All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Betty Hurst, Contracts Manager, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject all bids, or to waive any informality in any bid. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. 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: **August 1, 2023, and August 8, 2023**

Signed: Woody Cline  
**Woody Cline, Chairman of the Board of Supervisors**

Date: 9 / 19 / 23

Signed: [Signature]  
**The Gila County Attorney's Office**

Date:     /     /

## NOTIFICATION TO BIDDERS

### BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bid documents. All proposals shall be made on the bid forms prepared by Gila County. The proposal must include the following forms in triplicate and **all with original signatures on hardcopy paper**:

- Bid Proposal
- Bid Schedule
- Surety (Bid) Bond
- Qualification & Certification Form
- Reference List
- Affidavit of Non-Collusion
- Subcontracting Certification
- Check List & Addenda Acknowledgment

**Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.**

2. **Proposal Guaranty** - Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked "**Bid No. 120422 -Stagecoach Trail Improvements**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Thursday, August 24, 2023, at 3:00 P.M.** to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 3:00 P.M. AZ Time, Thursday, August 24, 2023. Bids will be opened at 3:00 P.M., Thursday, August 24, 2023.**
4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.
5. **Plans and Specifications** – A pdf version of plans, specifications and all other documents required by bidders may be obtained by email of [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). No charge for a pdf version. Bids must be submitted by hardcopy on paper.

6. **Arizona Contractor's License** - Prior to submission of bids, bidders 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**.
7. **Bid Opening Information** – “As Read” Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.
8. **Request for Clarifications**  
Requests for clarification shall be made to Betty Hurst, Contracts Administrator in writing [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) (phone: 928-402-4355, fax: 928-402-4386). Questions can be submitted up until 3:00 P.M., AZ time, on Monday, August 17, 2023. Addendums will be issued to all plan holders as they come in, and prior to 3:00 P.M., AZ time, on Tuesday, August 15, 2023.



TECHNICAL SPECIFICATIONS  
FOR  
GILA COUNTY  
ROOSEVELT LAKE RESORT  
STAGECOACH TRAIL IMPROVEMENTS  
County Project No. TBD

JUNE 2023



**DIBBLE**

3020 East Camelback Rd  
Suite 201  
Phoenix, Arizona 85016  
P. 602.957.1155  
F. 602.957.2838  
[www.dibblecorp.com](http://www.dibblecorp.com)



## TECHNICAL SPECIFICATIONS

### PROPOSED WORK:

The proposed work is located in Gila County within the Roosevelt Lake Resort along Stagecoach Trail from Spur Trail to Antelope Trail. The roadway improvement work consists of constructing new pavement, ribbon curb, and valley gutter for the two-lane roadway and side street curb returns.

### GENERAL CONDITIONS:

#### Technical Specifications and Details:

Except as otherwise indicated in these Technical Specifications and on the project plans, the work for this project shall conform to the following manuals, standard details, and specifications:

U.S. Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) for Street and Highways, 2009 Edition.

MAG Uniform Standard Specifications for Public Works Construction, 2023 Revision to the 2020 Edition.

Link: <https://azmag.gov/Portals/0/Documents/MagContent/2023-MAG-Specifications-for-Public-Works-Construction.pdf>

MAG Uniform Standard Details for Public Works Construction, 2021 Revision to the 2020 Edition.

Link: <https://azmag.gov/Portals/0/Documents/MagContent/2023-MAG-DETAILS-for-Public-Works-Construction.pdf>

### SECTION 105 CONTROL OF WORK

#### **105.6 COOPERATION WITH UTILITIES: *Is modified to add:***

The contractor shall perform all requirements as prescribed in A.R.S. 40-360.21 through .32. At least two working days prior but no more than 15 working days prior to commencing excavation, the contractor shall contact ARIZONA 811, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, for information relative to the location of buried utilities. The contractor can call 811 from anywhere in Arizona or can contact ARIZONA 811 at the number below: (602) 263-1100. The contractor can also create and manage utility locate tickets online by using the Arizona 811 E-Stake tool at [www.Arizona811.com](http://www.Arizona811.com).

The location of the underground and overhead utilities as shown on the project plans is based on the best available information obtained from utility companies and supplemented by surveying and potholing. The contractor shall not assume that this represents an exact location of the utility. No guarantee is made to the accuracy of the location shown on the project plans. The contractor shall determine for the exact location of all utilities.

The contractor is responsible for maintaining and supporting all utilities (not identified for relocation or removal) crossing the open trench for the length of the project. All utilities crossing the open trench shall be protected to the satisfaction of the Utility Owner. Any damage to the existing utilities within the construction area shall be repaired by the contractor to the satisfaction of the Utility Owner at no additional cost to the County.

Power lines and other utilities may be at various locations throughout the project limits. However, they are not anticipated to be in conflict. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

- (1) Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21 to .32).
- (2) Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41-.45).
- (3) The Occupational Safety and Health Administration.
- (4) The National Electric Safety Code.

At least two working days prior but no more than 15 working days prior to commencing excavation, the contractor shall contact ARIZONA 811, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, for information relative to the location of buried utilities. The contractor can call 811 from anywhere in Arizona or can contact ARIZONA 811 at the number below:

Projects In Maricopa County

(602) 263-1100

Contractors can also create and manage utility locate tickets online by using the Arizona 811 E-Stake tool at [www.Arizona811.com](http://www.Arizona811.com).

## **CONSTRUCTION SURVEYING & LAYOUT:**

### **1.0 Description:**

The contractor shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points that are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor (RLS) licensed to practice in the State of Arizona.

### **2.0 Construction Requirements:**

**Staking Outline:** Prior to beginning any survey operations, the contractor shall furnish to the Engineer, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule that shall show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

**Field Books:** The contractor shall furnish field books to be used for recording survey data and field notes. These books shall be available for inspection by the County at any time and shall become the property of the County upon completion of the work.

**Survey Control Verification: Control Points (horizontal and vertical)** -The existence and location of all survey monuments, bench marks and control points shall be verified prior to demolition or construction activity. Immediately notify the County when location discrepancies greater than two-hundredths (0.02) foot horizontal or one-hundredth (0.01) foot vertical are found.

**Control Lines:** Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., shall be established and referenced prior to construction.

**Temporary Bench Marks:** Temporary bench marks shall be established prior to construction, maintained, and periodically verified for accuracy throughout the construction phase.

**Pre-Construction Location Survey:** All existing features shall be located prior to construction, referenced to survey monuments along control lines by stationing in accordance with the construction documents and by offset distance from the control lines. All features shall be re-locatable after construction. Distances measured shall be within one-hundredth (0.01) foot.

**Survey monuments:** The land surveyor shall follow the requirements of A.R.S. § 33-103 when establishing, replacing, or setting Public Land System Survey monuments at Section or Quarter Section corners and shall follow the requirement in Section 9(C) of the Arizona Boundary Survey Minimum Standards when establishing new or replacement boundary monuments and witness corner monuments. Finally, land surveyors shall also comply with the requirements of A.R.S. § 104 through 106 when establishing, replacing, or setting any type of boundary monument. Whenever any monuments are established, including those set to replace missing or damaged monuments of a previous survey, those actions require the surveyor to create and record a survey drawing documenting the new monumentation as established.

**Match Points and Removals:** Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify the County when location discrepancies of connecting facilities greater than one-tenth (0.10) foot horizontal or two-hundredths (0.02) foot vertical are found.

**Construction Stakes:** The contractor shall set construction stakes and marks establishing lines and grades for road work, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities and necessary appurtenances and other work as indicated in the Contract Documents and shall be responsible for their conformance with the plans and specifications. If any discrepancies are found, the contractor shall notify the County in writing prior to construction of any portion of work which discrepancy would affect in order to field check the staking and to make any adjustments and re-staking of that portion of work. The contractor shall be responsible for preserving all stakes set and shall take all steps necessary to insure that stakes are not disturbed or tampered with, and if in the area of any discrepancy, the stakes set are missing, moved or disturbed, the contractor shall be responsible for the costs incurred to re-stake, remove and replace all stakes in that portion of project where the discrepancy occurs.

The stakes shall be established in accordance with the following guidelines which represent the minimum standard and the contractor shall provide additional stakes and controls necessary to perform the work. The contractor shall be held responsible for the preservation of all stakes and marks and shall replace, at no additional cost to the County, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

**Roadway:** Subgrade stakes shall be set to subgrade elevation at fifty (50) feet intervals on straight sections, twenty-five (25) feet intervals through vertical curves, on horizontal curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at crown lines, at grade break lines and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines shall be staked where the distance between the crown line stakes and the curb and gutter face exceeds twenty (20) feet. Select shall be staked the same as subgrade. ABC stakes shall be set to ABC elevation at thirty-three (33) feet intervals on straight sections, twenty-five (25) feet intervals through vertical curves, on horizontal curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at crown lines, at grade

breaks and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines shall be staked where the distance between the crown line stakes and the curb and gutter face exceeds twenty (20) feet.

Where the existing pavement will be milled and inlayed, the contractor shall provide 10-foot grid interval surface control horizontally and vertically.

Pavement edges shall be controlled by utilizing a wire control mechanism or screeding along a concrete gutter or other structure whose surface grade is flush with the finished pavement grade. Stakes shall be set to finished elevation at thirty-three (33) feet intervals on straight sections, twenty-five (25) feet intervals on curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks.

### **3.0 Method of Measurement and Basis of Payment:**

Construction Surveying shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work shall be the basis on which monthly progress payments shall be made. This schedule shall be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis for payment.

Contractor shall include surveyor's hourly rate table for all persons that will work on the project (for reference).

Any work or materials necessary but not specifically referred to in these items are considered incidental to the item and shall be included in the bid item price for the work.

### **MOBILIZATION/DEMOBILIZATION:**

#### **1.0 Description:**

The County shall compensate the contractor for a one time, round trip mobilization & demobilization of the contractor's personnel equipment, supplies and incidentals, establishment of offices, buildings and other facilities, required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site as described in MAG Uniform Standard Specification Section 109.10.

#### **2.0 Method of Measurement:**

Measurement for mobilization shall be on a lump sum basis.

#### **3.0 Basis of Payment:**

Payment for mobilization will be made at the contract lump sum contract price. Payment shall be made in equal one-third portions as described in MAG Uniform Standard Specification Section 109.10.

## **TRAFFIC CONTROL:**

### **1.0 Description:**

Traffic shall be maintained and controlled in accordance with Sections 104.1.2 and Section 401 of the MAG Uniform Standard Specifications and shall conform to Part IV of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (U.S. Department of Transportation, Federal Highway Division) and all revisions thereto.

### **2.0 Construction Requirements:**

Contractor shall maintain one lane of traffic on Stagecoach Trail unless approved otherwise by the County.

It shall be the contractor's responsibility to provide, erect, maintain and remove after completion of the work all necessary signs, barricades, barriers, berms, lights, high level warning devices, delineators, any other required devices, flagmen and/or police officers necessary to properly mark and control the construction area for the safe and efficient movement of traffic.

Temporary traffic control devices shall be installed as shown on the traffic control plans prior to the start of any work. The County's approval of contractor's traffic control method shall not relieve contractor of the responsibility to protect the work, contractor's personnel, or the general public. The contractor will take whatever measures necessary to minimize traffic delays and maintain traffic flow.

Channelization, including "KEEP RIGHT" signs, shall be provided whenever traffic is moved across the street center line, the existing center line is removed, or opposing traffic is maintained in other than the normal traffic lanes.

All temporary traffic control devices shall be ballasted with sandbags or other approved ballast.

For construction that requires movement of traffic from the normal through lanes, temporary bypasses shall be utilized only during daylight hours and the normal traffic shall be restored during nighttime hours.

### **3.0 Method of Measurement:**

Measurement of all traffic control work as described herein and as required for the project shall be measured on a lump sum basis, including all items necessary to provide, erect, maintain and remove traffic control facilities.

### **4.0 Basis of Payment:**

Payment for all traffic control work will be paid for at the lump sum contract price being prorated (overall project percent completion) over the project's duration. Payment will be considered full compensation for the work complete as described herein and on the plans, and as modified or instructed on-site by the County. Adjustments to approved traffic control plans, barricading or signing to accommodate specific on-site needs at the sole discretion of the County is included in the lump sum bid item payment.

#### **AZPDES / STORM WATER POLLUTION & PREVENTION PLAN:**

SWPPP shall be accomplished per ADOT Standard Specification Section 104 and the latest stored specification.

ADOT Specification Section 104.09 Prevention of Landscape Defacement; Protection of Streams, Lakes and Reservoirs: of the ADOT Standard Specifications is revised to read:

##### **(A) General:**

The contractor shall give attention to the effect of the contractor's operations upon the landscape, and shall take care to maintain natural surroundings undamaged.

The contractor shall be responsible to implement the requirements of the Arizona Pollutant Discharge Elimination System (AZPDES) for erosion and sediment control as specified in the "General Permit For Discharge From Construction Activities To the Waters Of The United States," issued by the Arizona Department of Environmental Quality (ADEQ). That document is hereinafter referred to as the AZPDES general permit.

Useful information related to stormwater controls and erosion and sediment control measures is presented in the "Fact Sheet For The Issuance Of An AZPDES Construction General Permit," available from ADEQ, and ADOT's "Erosion and Pollution Control Manual," available on the Department's website at:

[http://www.azdot.gov/inside\\_adot/OES/Water\\_Quality/Stormwater/Erosion\\_Pollution\\_Control\\_Manual.asp](http://www.azdot.gov/inside_adot/OES/Water_Quality/Stormwater/Erosion_Pollution_Control_Manual.asp)

The work shall include providing, installing, maintaining, removing and disposing of erosion and sediment control measures such as gravel filter berms, dikes, catch basin inlet protection, end of pipe filtering devices, silt fences, dams, sediment basins, earth berms, netting, geotextile fabrics, slope drains, seeding, stream stabilization, and other erosion and sediment control devices or methods. Erosion control, as hereinafter referenced, shall be deemed to include control of erosion and the mitigation of any resulting sediment. Erosion control measures may be temporary or permanent. The contractor shall also be responsible for the preparation and processing of all documents required in the AZPDES general permit.

The plans will include preliminary erosion control measures and additional information to be included in the project's Storm Water Pollution Prevention Plan (SWPPP), as specified in ADOT Specification Subsection 104.09(B). The contractor, with input from the Engineer, shall finalize the SWPPP, file a Notice of Intent (NOI), implement the SWPPP, and file a Notice of Termination (NOT), all as described herein.

Except for the NOI, all signatures required of the contractor by the AZPDES general permit, including those required for the NOT, SWPPP, and inspection reports, shall be provided by a duly authorized representative of the contractor, as defined in Part VIII.J.2 of said permit. Signature of the NOI shall be by a responsible corporate officer, as defined in Part VIII.J.1 of the AZPDES general permit.

No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been approved, the NOI completed and filed in accordance with ADOT Specification Subsection 104.09(C), and the SWPPP implemented.

Submission of the contractor's NOI shall certify that the contractor and its subcontractors have read and



will comply with all provisions of the AZPDES general permit.

**(B) Stormwater Pollution Prevention Plan (SWPPP):**

The plans will include descriptions of temporary and permanent erosion control measures; a project description; percent impervious area, including paved areas, rooftops, and other similar surfaces, for both pre-construction and post-construction conditions; inspection schedule; and site-specific diagrams indicating proposed locations where erosion and sediment control devices or pollution control measures may be required during successive construction stages. The plans may also include an initial schedule detailing the proposed sequence of construction and related erosion control measures.

The contractor shall review the preliminary information, including the erosion control features and phasing, evaluate all SWPPP requirements for adequacy in addressing pollution prevention during construction, and prepare a draft SWPPP for review by the Engineer.

The contractor shall designate an erosion control coordinator, in accordance with ADOT Specification Subsection 104.09(D), to be responsible for finalization and implementation of the SWPPP, as well as all other applicable requirements of the AZPDES general permit. The contractor's erosion control coordinator shall be approved as specified in ADOT Specification Subsection 104.09(D) before the draft SWPPP can be finalized and submitted to the Engineer. After approval, the contractor shall designate the erosion control coordinator as an authorized representative of the contractor in accordance with Part VIII.J.2 of the AZPDES General Permit.

The draft SWPPP shall include all information required in the AZPDES general permit, including a site map; identification of receiving waters and wetlands impacted by the project; a list of potential pollutant sources; inspection schedule; any onsite or off-site material storage sites; additional or modified stormwater, erosion, and sediment controls; procedures for maintaining temporary and permanent erosion control measures; a list of the contractor's pollution prevention practices; and other permit requirements stipulated in the AZPDES program as well as other applicable state or local programs. The contractor shall coordinate with the Engineer on all such additional information.

The draft SWPPP shall also identify any potential for discharge into a municipal separate storm sewer system (MS4), including the name of the owner/operator of the system.

Unless otherwise approved by the Engineer, the contractor shall not expose a surface area of greater than 750,000 square feet to erosion through clearing and grubbing, or excavation and filling operations within the project limits until temporary or permanent erosion control devices for that portion of the project have been installed and accepted by the Engineer.

The contractor shall indicate each 750,000 square-foot sub-area in the draft SWPPP, along with proposed erosion control measures for each sub-area. The draft SWPPP shall also include the sequence of construction for each sub-area, and installation of the required temporary or permanent erosion control measures.

The contractor shall give installation of permanent erosion control measures priority over reliance on temporary measures. Permanent erosion control measures and drainage structures shall be installed as soon as possible in the construction sequencing of the project, preferably concurrent with construction of the related sub-area or drainage device. However, except as specified in Part IV, Section B.2 of the AZPDES general permit and approved by the Engineer, erosion control measures shall be installed no later than 14 calendar days after construction activity has temporarily or permanently ceased for the affected sub-area.

Temporary or permanent sedimentation basins may be required for reducing or eliminating sediment from stormwater runoff. When required, such basins shall be completed before any clearing and grubbing of the site is initiated. The contractor shall evaluate the need and attainability of installing sediment basins as described in the AZPDES permit and, if approved by the Engineer, include the basins into the SWPPP as appropriate. When sedimentation basins are determined to be necessary and feasible, such work will be paid in accordance with ADOT Specification Subsection 109.04(D). The plans may also include sediment basins as part of the preliminary information. No additional payment will be made for such basins, the cost being considered as included in contract items.

The draft SWPPP shall also identify and address erosion control at on-site fueling operations, waste piles, material storage sites, and off-site dedicated asphalt and concrete plants, contractor-use areas, storage areas, and support activity locations which are used solely for the project and are covered by the AZPDES general permit. The draft SWPPP shall also accommodate all requirements for the contractor's pollution prevention practices specified in ADOT Specification Subsection 104.09(E). In addition, the SWPPP shall specifically identify the erosion control measures proposed by the contractor during any vegetation removal and salvaging phases of the project (such as during timber harvesting or native plant salvaging).

The draft SWPPP shall specify the mechanism whereby revisions may be proposed by the contractor or the Engineer throughout the project and incorporated into the plan, including review and approval procedure. The Engineer and contractor shall jointly approve and sign each revision to the SWPPP before implementation. Any subsequent submittals required by the contractor to revise or update the SWPPP will require at least 48 hours for review.

Contractors and subcontractors responsible for implementing all or portions of the SWPPP shall be listed in the draft SWPPP, along with the measures for which they are responsible.

The contractor shall submit two copies of the draft SWPPP, including all information specified herein, to the Engineer at the preconstruction conference if possible, but not later than 14 calendar days from the Department's approval of the contractor's Erosion Control Coordinator.

The Engineer will provide the contractor with the following forms at the preconstruction conference:

- Maintenance, inspection, and site-monitoring report forms;
- Other record keeping forms and procedures, as needed; and
- Notice of Intent (NOI) and Notice of Termination (NOT) forms.

Notice of Intent and Notice of Termination blank forms are also available on the internet at <http://azdeq.gov/function/forms/appswater.html#cgp>.

Within 10 calendar days from the SWPPP submittal, the Engineer and contractor will jointly review the contractor's draft SWPPP, and include any additional revisions directed by the Engineer. The finalized SWPPP shall meet the terms and conditions of the AZDPES general permit, and be compatible with construction sequencing and maintenance of traffic plans.

When agreement has been reached, the Engineer and contractor's authorized representative will sign the finalized SWPPP. The Engineer's signature will constitute approval of the SWPPP. Upon approval of the SWPPP, the contractor shall file a Notice of Intent (NOI) as specified in Subsection 104.09(C).

After the time period specified in ADOT Specification Subsection 104.09(C), the contractor shall implement the requirements of the SWPPP. No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been

approved, the NOIs completed and filed in accordance with ADOT Specification Subsection 104.09(C), and the SWPPP implemented.

The contractor shall maintain all related erosion control elements in proper working order throughout the project. Work under this section also includes inspections, record-keeping, and implementation of pollution prevention practices as described in Subsection 104.09(E).

The approved SWPPP shall be updated whenever a change in design, construction method, operation, maintenance procedure, or other activity may cause a significant effect on the discharge of pollutants to surface waters, or when a change is proposed to the personnel responsible for implementing any portion of the SWPPP. The SWPPP shall also be amended if inspections indicate that the SWPPP is ineffective in eliminating or significantly reducing pollutants in the discharges from the construction site. All necessary modifications to the SWPPP shall be made within seven calendar days following the inspection that revealed the deficiency.

ADEQ may notify the contractor at any time that the SWPPP does not comply with the permit requirements. The notification will identify the provisions of the permit that are not being met and parts of the SWPPP that require modification. Within 15 business days of receipt of the notification from ADEQ the contractor shall make the required changes to the SWPPP and submit a written certification to ADEQ that the requested changes have been made.

The contractor's erosion control coordinator shall maintain the SWPPP along with completed inspection forms and other AZPDES records in a three-ring binder. The erosion control coordinator shall maintain a current copy of the SWPPP, including all associated records and forms, at the job site from the time construction begins until completion of the project. The SWPPP shall be available for inspection by ADEQ, FHWA, and other entities identified in the AZPDES general permit, and for use by the Engineer. The erosion control coordinator shall provide copies of any or all of such documents to the Engineer upon request. When requested, such copies shall be provided within three working days of the request.

The SWPPP (including inspection forms) and all data used to complete the NOI and NOT shall be provided to the Department at the completion of the project. The contractor shall retain its own records for a period of at least three years from the filing of the contractor's NOT.

No condition of the AZPDES general permit or the SWPPP shall release the contractor from any responsibilities or requirements under other environmental statutes or regulations.

**(C) Notice of Intent (NOI):**

After the project Storm Water Pollution Prevention Plan (SWPPP) has been approved, the contractor will complete a Notice-of-Intent (NOI) form for the project. The NOI includes a certification statement which must be signed and dated by a responsible corporate officer of the contractor, as defined in Part VIII.J.1 of the AZPDES General Permit, and include the name and title of that officer.

The NOIs shall be submitted to the Arizona Department of Environmental Quality (ADEQ) at the following address:

Arizona Department of Environmental Quality  
Surface Water Section/Permits Unit/Stormwater NOIs (5415A-1)  
1110 W. Washington Street  
Phoenix, Arizona 85007  
or fax to (602) 771-4528

The submittals shall be made to allow for the seven calendar-day review period required by ADEQ before the anticipated start of construction. The contractor shall also allow sufficient time, depending on the manner of submittal, for the NOIs to be received by ADEQ before commencement of the seven-day review period. An Authorization Certificate will be issued by ADEQ and, unless otherwise notified, the construction activities that are covered by the terms and conditions of the AZPDES permit may begin after the submittal period plus the seven calendar-day review period, or upon receipt of the Authorization Certificate, whichever occurs first. The contractor shall provide a copy of the authorization certificate to the Engineer, and keep a copy with the NOI.

The NOI may also be submitted electronically, through ADEQ's Smart NOI website at <http://az.gov/webapp/noi/main.do>. Regardless of the method of submittal, the contractor shall provide a copy to the Engineer.

At any time after authorization, ADEQ may determine that the contractor's stormwater discharges may cause or contribute to non-attainment of any applicable water quality standards. If ADEQ makes that determination, the contractor will be notified in writing. The contractor shall develop a supplemental erosion control action plan describing SWPPP modifications to address the identified water quality concerns. If the written notice from ADEQ requires a response, failure to respond in a timely manner constitutes a permit violation. All responses shall be in accordance with the AZPDES general permit.

If there is a potential to discharge into a municipal separate storm sewer system (MS4), a copy of the Authorization Certificate shall be submitted to the owner/operator of the system. Also, contractor's operating under an approved local sediment and erosion plan, grading plan, or stormwater management plan shall submit a copy of the Authorization Certificate to the local authority upon their request.

The contractor shall post its NOI and the information required in the AZPDES general permit on the construction-site bulletin board throughout the duration of the project. A copy of the AZPDES general permit shall also be kept at the construction site at all times.

**(D) Notice of Termination (NOT):**

Upon final acceptance by the Engineer in accordance with ADOT Specification Subsection 105.20, and as specified herein, the Contractor shall complete and mail a Notice-of-Termination (NOT) for the project to the address shown below. The NOT submitted by the Contractor includes a certification statement which must be signed and dated by an authorized representative of the Contractor, as defined in Part VII.K.2 of the AZPDES General Permit, and include the name and title of that authorized representative.

Arizona Department of Environmental Quality  
Water Permits Section/Stormwater NOT (5415B-3)  
1110 W. Washington Street  
Phoenix, Arizona 85007

When the approved SWPPP includes the use of hydroseeding as an erosion control measure, seeded areas shall be maintained for 45 calendar days, as specified in the special provisions, and approved by the Engineer before the contractor's NOT can be submitted.

**Contractor's Responsibility for Work:** of the ADOT Standard Specifications is revised to read:

The Contractor shall implement the requirements of the Arizona Pollutant Discharge Elimination

System (AZPDES) for erosion control due to storm water runoff during construction, Prevention of Landscape Defacement; Protection of Streams, Lakes, and Reservoirs.

Until final written acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance. No reimbursement shall be made for work necessary due to the contractor's failure to comply with the requirements of the SWPPP.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and provide for normal drainage. The Contractor shall also erect any necessary temporary structures, signs, or other facilities. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings and soddings, furnished under its contract and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**Wattles (9"):**

Sediment logs, sediment wattles, and fiber rolls shall be manufactured or constructed rolls of fiber matrix, secured with netting, and used for the purpose of controlling erosion by slowing high flow water velocity and trapping silt sediments. Netting for fiber rolls and sediment wattles shall have a minimum durability of one year after installation, and shall be tightly secured at each end of the individual rolls. All wheat straw used in sediment logs, sediment wattles, and fiber rolls shall comply with the requirements of ADOT Specification Subsection 810 2.05(B).

**Stabilized Construction Entrance/Exit Gravel Pad:**

The work under this item consists of furnishing, installing, maintaining, removing, and disposing construction entrance and/or exit gravel pads in accordance with the details shown on the project plans and at locations to be determined in the field by the Engineer and the contractor.

Construction entrance and/or exit gravel pads are required for controlling and minimizing the transportation of debris from the site onto the adjacent roadways and surfaces.

Gravel material shall conform to the requirements of ADOT Specification Subsection 810-2.03 for gradation C.

Filter fabric material shall conform to the requirements of ADOT Specification Subsection 1014-4.04(A).

The construction entrance and/or exit gravel pads shall be shaped and trimmed to provide even surfaces and at a depth to accommodate the stone size and minimum depth of rocks specified on the project plans.

The contractor, in conjunction with the Engineer, shall determine the locations of the construction entrance/exit gravel pads. As the project progresses, multiple gravel pads may be utilized or relocated as approved by the Engineer.

Once the entrance/exit gravel pads are no longer needed for erosion control purposes, the contractor shall remove all rocks and fabrics associated with this item of work and permanently reinstall the fabric

and rocks at the graded ditch location shown on the plans and as directed by the Engineer. No additional payment will be made for the reinstallation of the rocks and fabrics.

No additional payment will be made for the geotextile fabric, the cost being considered included in the contract item.

**3.0 Method of Measurement:**

Measurement of SWPPP work as described herein and as required for the project shall be measured on a lump sum basis.

**4.0 Basis of Payment:**

Payment for AZPDES/SWPPP, measured as provided above, will be paid for at the contract lump sum price, which shall be full compensation for the work, complete in place, including preparation of the SWPPP, NOI and NOT, providing and installing wattles, stabilized construction entrance/exit gravel pads, and geotextile fabric, and other work described in this specification.

**REMOVE ASPHALTIC CONCRETE PAVEMENT:**

**1.0 Description:**

This work shall consist of the removal and disposal of existing asphaltic concrete/chip seal pavement as shown on the plans.

**2.0 Construction Requirements:**

Removing existing asphaltic concrete or chip seal shall consist of sawcutting, removal, and disposal of existing asphaltic concrete or chip seal pavement, regardless of thickness, where indicated on the plans.

**3.0 Method of Measurement:**

Remove Pavement will be measured per square yard.

**4.0 Basis of Payment:**

Payment for Remove Pavement, measured as provided above, will be paid for at the contract price per square yard of pavement removed, which shall be full compensation for the work, complete in place, including furnishing all labor and equipment required.

**REMOVE & RELOCATE SIGN, POST & FOUNDATION:**

**1.0 Description:**

The work under this item shall consist of removing and relocating existing signs, posts, and foundations at locations designated on the plans.



## **2.0 Construction Requirements:**

The contractor shall remove existing sign posts, foundations, and panels as shown in the plans.

Sign installation shall conform to the MUTCD, ADOT Signing and Marking Standard Drawings, ADOT Specifications, the plans, and these specifications.

The contractor shall restore any disturbed areas due to the removal of the sign posts and foundations. Excavation and backfill shall be in accordance with the requirements of Subsection 203-5. Compaction shall be in accordance with Section 301.

## **3.0 Method of Measurement:**

Remove & Relocate Sign, Post & Foundation will be measured per unit each at each location regardless of the number of posts, panels, and foundations.

## **4.0 Basis of Payment:**

Payment for Remove and Relocate Sign, Post and Foundation, measured as provided above, will be paid for at the contract price per each installed complete and accepted in-place, including hardware required for the sign installation, excavation, backfilling, and compaction.

## **REMOVE CULVERT:**

### **1.0 Description:**

The work under this item shall consist of removing and disposing of existing pipe culverts as shown on the plans.

### **2.0 Construction Requirements:**

Excavation and backfill shall be in accordance with the requirements of Subsection 203-5. Compaction shall be in accordance with Section 301.

### **3.0 Method of Measurement:**

Measurement of Remove Culvert will be per linear foot of culvert removed, including excavation, backfill, compaction, and disposal of pipe.

### **4.0 Basis of Payment:**

Payment for Remove Culvert, measured as provided above, will be paid for at the contract price per linear foot of culvert removed.

## **REMOVE WATER METER & CAP SERVICE LINE:**

### **1.0 Description:**

The work under this item shall consist of removing existing water meters and boxes as identified in the plans, including removing the PVC service lines up to the water main and capping the open end of

service lines.

## **2.0 Construction Requirements:**

The contractor shall expose the existing service line connection to the water main. If leakage is evident, the contractor shall be required to address the leakage to the satisfaction of the Engineer. The open end of the remaining PVC service pipe shall be capped with a watertight plug or other means approved by the Engineer. The contractor shall remove the water meter and box and service pipe.

The contractor shall restore any disturbed areas due to the removal of the sign posts and foundations. Excavation and backfill shall be in accordance with the requirements of Subsection 203-5. Compaction shall be in accordance with Section 301.

## **3.0 Method of Measurement:**

Remove Water Meter & Cap Service Line will be measured by each water meter and box removed.

## **4.0 Basis of Payment:**

This item, measured as provided above, will be paid for at the contract unit price, which shall be full compensation for the work, complete in place, including capping the existing service line, removal, excavation, backfilling, compaction, and disposal of the water meter, box, service pipe and all materials related to this work.

## **RELOCATE MAILBOX:**

### **1.0 Description:**

The work under this item shall consist of removing and relocating existing mailboxes, posts, and foundations at locations designated on the plans.

### **2.0 Construction Requirements:**

The contractor is hereby notified that the existing mailboxes to be removed and reinstalled are of varying types. The contractor shall notify and coordinate with the homeowner and the United States Post Office (USPS) a minimum of five calendar days prior to removing and salvaging each mailbox. The contractor shall coordinate temporary relocations of mailboxes with impacted property owners and the USPS. At no time shall mail service be disrupted. The contractor shall also coordinate permanent locations of mailboxes to be reinstalled with impacted property owners and the USPS.

The contractor shall remove the mailbox, including all custom appurtenances, and place the corresponding material within a five gallon bucket filled with soil or rock to create a stable base for a temporary mailbox and mail delivery. The contractor shall execute care when removing all salvageable parts or appurtenances so as to permanently reinstall these items in as good as a condition as possible after roadway, sidewalk and driveway construction is complete. Reinstallation will include setting the mailbox posts in concrete, 12 inch minimum diameter hole, 18 inches minimum to 24 inches maximum depth.

The reinstallation of mailboxes shall meet the following USPS requirements:

- Mailbox shall be positioned 44" to 48" from the top of pavement surface to the bottom of the

mailbox or point of mail entry

- The front of mailbox shall be offset from the edge of pavement as directed by the Engineer

The Federal Highway Administration recommends the following for installation of the mailbox post:

- Posts should be a 4" x 4" wooden support or a 2"-diameter standard steel or aluminum pipe.
- Avoid unyielding and potentially dangerous supports, like heavy metal pipes, concrete posts, and farm equipment (e.g., milk cans filled with concrete).
- Post should be buried no more than 24" deep

### **3.0 Method of Measurement:**

Relocate Mailboxes will be measured as a unit each for each mailbox removed and relocated.

### **4.0 Basis of Payment:**

The accepted quantities of Relocate Mailboxes, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work, complete in place. The contract price includes the cost of removal of mailboxes, temporary and permanent installation mailboxes, removal and disposal of any foundation or reusable material, excavation, backfilling and compacting any voids resulting from the removal of mailboxes. Any mailboxes that are damaged as a result of the contractor's activities shall be replaced or repaired, at the direction of the Engineer, at no additional cost to the County.

## **DRAINAGE EXCAVATION:**

### **1.0 Description:**

This work under this item shall include excavation of ditches and removal of excess materials as shown on the plans.

### **2.0 Construction Requirements:**

Ditches shall be constructed in reasonably close conformity to the lines and grades shown on the plans or as directed by the Engineer.

The contractor is responsible for loading, hauling, and lawful disposal of surplus excess materials.

It is the contractor's responsibility to determine the extent of earthwork to be accomplished, including excavation, shrink / swell, removal, and disposal of surplus excavated material.

### **3.0 Method of Measurement:**

Measurement of Drainage Excavation will be at the contract unit price bid per cubic yard.

### **4.0 Basis of Payment:**

Payment for Drainage Excavation, measured as provided above, will be paid for at the contract price per cubic yard, including excavating, hauling, compacting, and disposing of excess of surplus excavated material.

**PROTECTION OF EXISTING WATERLINE (1/2 SACK CLSM) (DET 4, DWG G5):**

**1.0 Description:**

The work under this item shall consist of furnishing and installing ½ sack Controlled Low-Strength Material (CLSM) to protect existing waterlines as shown on the plans.

**2.0 Construction Requirements:**

The ½ sack CLSM material shall be in accordance with MAG Specification Section 728.

Placement of ½ sack CLSM shall be in accordance with MAG Specification Section 604.

The horizontal limits of the CLSM shall be within the limits of new pavement as shown on the plans.

The vertical limits of the CLSM shall not encroach into the new asphaltic concrete pavement lift unless directed otherwise by the Engineer.

**3.0 Method of Measurement:**

Measurement of Protection of Existing Waterline will be per linear foot of CLSM installed.

**4.0 Basis of Payment:**

Payment for Protection of Existing Waterline, measured as provided above, will be paid for at the contract price per linear foot, installed complete and accepted in-place .

**SUBGRADE PREPARATION:**

**1.0 Description:**

This work under this item shall include preparation of natural or excavated areas prior to the placement of sub-base material, pavement, and valley gutter. The work shall also include stripping and disposal of all unsuitable material and obstructions such as stumps, roots, rocks, etc., from the area to be paved.

**2.0 Construction Requirements:**

Subgrade preparation shall include clearing and grubbing in accordance with MAG Specification Section 201. Subgrade preparation shall conform to MAG Specification Section 301. Earthwork associated with subgrade preparation shall conform to MAG Specification Sections 205, 210, and 211.

Clearing shall remove and dispose of trees, snags, stumps, shrubs, brush, limbs, and vegetation. Remove evidence of their presence from the surface including sticks and branches. Remove and dispose of trash piles and rubbish. Protect structures, piping, and equipment above and below ground, trees, shrubs, vegetation and fencing which are not designated for removal.

Grubbing shall remove and dispose of wood or roots below the ground surface remaining after clearing, including stumps, trunks, roots, or root systems.

Stripping shall remove and dispose of organic sod, topsoil, grass and grass roots, and other objectionable material remaining after clearing and grubbing from the areas designated to be stripped.

Material that is unsuitable for the intended use, shall be excavated and removed from the site or otherwise disposed of as directed by the Engineer. Material shall be considered unsuitable for fill or subgrade and other uses if it contains organic matter, soft spongy earth, or other matter of such nature that compaction to the specified density is unobtainable.

Contractor is responsible for loading, hauling, and lawful disposal of excess materials and materials not suitable for fill. Any imported material shall be approved by the Engineer prior to installation. Only material that has been tested and approved shall be used on the project.

It is the contractor's responsibility to determine the extent of earthwork to be accomplished, including excavation, borrow, fill construction, shrink / swell, removal, disposal, and replacement of unsuitable material.

### **3.0 Method of Measurement:**

Measurement of Subgrade Preparation will be at the contract unit price bid per square yard, including the total accepted area of new asphalt concrete pavement and valley gutter.

No direct payment will be made for the removal and disposal of unsuitable material described above, the costs being considered included in other items of work.

### **4.0 Basis of Payment:**

Payment for Subgrade Preparation, measured as provided above, will be paid for at the contract price per square yard, including stripping, scarifying, grading, excavating, hauling, filling, compacting, and disposing of excess or unsuitable materials.

## **AGGREGATE BASE COURSE:**

### **1.0 Description:**

The work under this item shall consist of furnishing all materials and installing aggregate base course as shown on the plans and in accordance with these specifications.

### **2.0 Construction Requirements:**

Installation of aggregate base course shall be in accordance with MAG Uniform Standard Specification Section 310.

Materials shall conform to the requirements of MAG Uniform Standard Specification Section 702.

The aggregate base material shall not be placed on subgrade until the Engineer has accepted the subgrade.

### **3.0 Method of Measurement:**

Measurement for aggregate base course shall be per square yard.

### **4.0 Basis of Payment:**

Payment for aggregate base course, measured as provided above, will be paid for at the contract price

per square yard, installed complete and accepted in-place.

**ASPHALTIC CONCRETE PAVEMENT (MARSHALL ¾" MIX, LOW TRAFFIC VOLUME):**

**1.0 Description:**

The work under this item shall consist of furnishing all materials and constructing asphaltic concrete pavement as shown on the plans and in accordance with these specifications.

**2.0 Construction Requirements:**

Placement and compaction of asphaltic concrete surface course shall be in accordance with MAG Uniform Standard Specification Section 321 and the East Valley Asphalt Criteria (EVAC mix design). Placement and compaction of material will be as a surface course for new pavement. The surface course mix shall be provided with an asphalt binder in accordance with MAG Uniform Standard Specification Section 710.

The contractor is responsible for submitting a mix design from an approved materials laboratory to the County for review and approval. The contractor shall submit written certification that the asphalt meets all requirements of EVAC mix criteria for an A-19 mm mix for low volume roadways. All other sampling and testing required shall be performed by the contractor as part of the Quality Control program for the project.

Contractor will be responsible for submitting Plant Location and mix design to the County a minimum of two (2) weeks in advance of paving, allowing an opportunity for the County to voice any concern or visit the plant to ensure that any quality control issues can be addressed prior to the placement of any asphalt. No asphalt shall be placed without a County approved mix design. All paved turnouts shall have the same asphalt and base requirements as the adjacent roadway unless noted otherwise.

Construction and testing shall be in accordance with the latest versions of MAG Section 321 and any amendments thereto. No asphalt shall be placed that is below the required temperature. No asphalt shall be accepted that fails density tests. Asphalt finish course shall be free of rock pockets and imperfections. Skin patching is not an acceptable remedy for ponding. AC shall be removed and replaced to the satisfaction of the County. In the event that there is excess material or spoils on the site as a result of paving operations, the contractor is to remove within three (3) days of pavement completion.

Contractor shall be responsible for installation of survey markers and adjustment of all manholes, valve boxes and monuments which require adjustment to finish grade.

Contractor shall mark and maintain all utility locations prior to the preparation of subgrade. The collar around the adjustments and survey monuments shall be set using black integrally colored concrete.

For estimating purposes, the unit weight of the bituminous mix is 150 pounds per cubic foot.

**3.0 Method of Measurement:**

Asphaltic Concrete will be measured by the square yard, which shall include the required quantities of mineral aggregates, binder, and mineral admixture.



#### **4.0 Basis of Payment:**

Payment for Asphaltic Concrete Pavement, measured as provided above, will be paid for at the contract price per square yard, installed complete and accepted in-place.

#### **CONCRETE RIBBON CURB, MAG DET. 220-1, TYPE B:**

##### **1.0 Description:**

The work under this item shall consist of constructing concrete ribbon curb at locations designated on the plans and in accordance with these specifications.

##### **2.0 Construction Requirements:**

Constructing concrete curbs shall be in accordance with MAG Uniform Standard Specification Section 340 and MAG Standard Detail 220-1, Type B, as designated on the plans.

Section 340.3 of the MAG Standard Specifications is modified to add the following:

Concrete curbs shall be constructed in accordance with MAG Sections 340, 601 and 725, except as modified below.

Subgrade shall be compacted to a relative density of 90% minimum and 95% maximum at a moisture content of optimum or up to 2% below. Compaction tests shall be done for every 300 feet of curb, or once per pour day minimum.

There shall be a maximum interval of 50 feet between expansion joints in the curb and gutter.

Each load shall be tested for air, temperature, and compressive strength.

##### **3.0 Method of Measurement:**

Concrete Curb will be measured per linear foot installed.

#### **4.0 Basis of Payment:**

Payment for Concrete Curb, measured as provided above, will be paid for at the contract price per linear foot for the total length of curb and curb terminations installed rounded to the nearest foot, which price will be full compensation for the work.

#### **CONCRETE VALLEY GUTTER (MAG STD DET 240) (MODIFIED 3' WIDTH):**

##### **1.0 Description:**

The work under this item shall consist of constructing concrete valley gutter at the locations designated on the plans and in accordance with the specifications.

##### **2.0 Construction Requirements:**

Constructing concrete valley gutter shall be in accordance with MAG Specification Section 340 and

**MAG Standard Detail 240, with a modified width of 3'.**

**Valley gutter shall be constructed in accordance with MAG Specification Sections 340, 601 and 725, except as modified below.**

**Subgrade shall be compacted to a relative density of 90% minimum and 95% maximum at a moisture content of optimum or up to 2% below. Compaction tests shall be done once per pour day minimum.**

**Each load shall be tested for air, temperature, and compressive strength.**

**3.0 Method of Measurement:**

**Measurement for concrete valley gutter will be per square foot.**

**4.0 Basis of Payment:**

**Concrete valley gutter, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the item, complete in place.**

**GABION WALL:**

**1.0 Description:**

**The work under this item shall consist of furnishing all materials, including filter fabric, gabion baskets, rock, earthwork required to install the gabions, and any special grading surrounding the gabions as shown on the project plans. All work shall be in accordance with the project plans and the requirements of the MAG Standard Specifications and these Special Provisions unless noted otherwise.**

**2.0 Materials:**

**Gabions shall consist of wire mesh formed containers, rectangular in shape filled with rock. The wire mesh shall be non-raveling double twisted hexagonal, consisting of two wires twisted together in two 180 degree turns. Gabions shall be furnished as baskets having a height of 36 inches. Baskets shall be fabricated within a dimension tolerance of plus or minus 5 percent. Gabion baskets shall be manufactured from 8 x 10 double twisted hexagonal woven steel wire mesh per ASTM A975 and shall be filled with rock at the project site. Gabions shall be manufactured and shipped with all components mechanically connected at the production facility.**

**a. Wire (Zinc Coated):**

**All tests on the wire must be performed prior to manufacturing the mesh.**

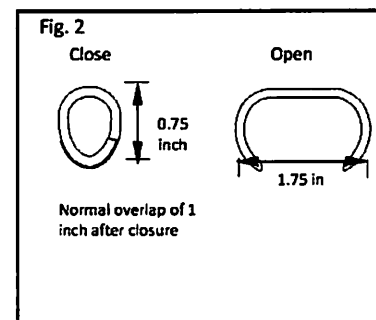
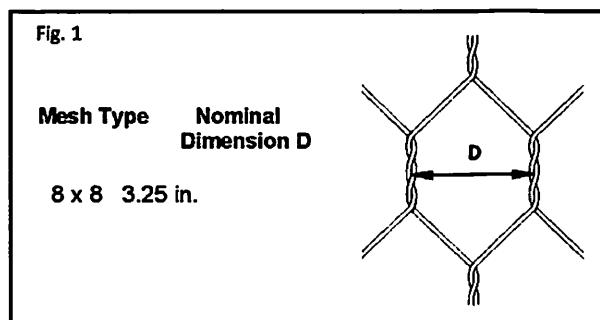
- Tensile strength: both the wire used for the manufacture of gabions and the lacing wire, shall have a maximum tensile strength of 75,000 psi, in accordance with ASTM A641/A641M.**
- Elongation: the test must be carried out on a sample at least 12 inches long. Elongation shall not be less than 12%, in accordance with ASTM A370.**
- Zinc coating: minimum quantities of zinc according to ASTM A641/A641M, Class III soft temper coating.**
- Adhesion of zinc coating: the adhesion of the zinc coating to the wire shall be such that,**

when the wire is wrapped six turns around a mandrel having four times the diameter of the wire, it does not flake or crack when rubbing it with the bare fingers, in accordance with ASTM A641/A641M.

- b. Galvanized (zinc coated) woven wire mesh gabions (8 x 10 mesh type):
  - Wire mesh: Diameter - 0.120 inch
  - Selvedge wire: Diameter - 0.153 inch
  - Mesh opening: Nominal Dimension D = 3.25 inches, as per Fig. 1
- c. Galvanized (zinc coated) lacing wire and internal stiffeners:
  - Lacing wire: Diameter - 0.087 inch
  - Cross tie/stiffener wire: Diameter - 0.087 inches
  - Preformed Stiffener: Diameter - 0.153 inches internal
- d. Steel Mesh Properties:
  - Mesh Tensile Strength shall have a minimum strength of 3500 lb/ft when tested in accordance with ASTM A975 section 13.1.1
  - Punch Test Resistance shall have a minimum resistance of 6000 lb when tested in accordance with ASTM A975 section 13.1.4
  - Connection to selvedges shall have a minimum resistance of 1400 lb/ft when tested in accordance with ASTM A975
- e. Overlapping Fasteners:
 

Overlapping fasteners may be used in lieu of, or to complement, lacing wire for basket assembly and installation. The spacing of the fasteners during all phases of assembly and installation shall be in accordance with spacing based on 1,400 lb/ft pull-apart resistance for galvanized mesh when tested in accordance with ASTM A975 section 13.1.2, with a nominal spacing of 4 inches, and not to exceed 6 inches.

  - Galvanized Fasteners: Diameter = 0.120 inch, according to ASTM A313/A313M, Type 302, Class I
  - Tensile strength: 230,000 to 273,000 psi in accordance with ASTM A764
  - Proper installation of rings: A properly formed fastener shall have a nominal overlap of one (1) inch after closure (Fig. 2).



**f. Tolerances**

- Wire: Zinc coating, in accordance with ASTM A641/A641M, Class III soft temper coating
- Gabion sizes:  $\pm 5\%$  on the length, width, and height
- Mesh opening: Tolerances on the hexagonal, double twisted wire mesh opening shall not exceed  $\pm 10\%$  on the nominal dimension D values (see Fig. 1)

**g. Fabrication**

Gabions shall be manufactured and shipped with all components mechanically connected at the production facility. The front, base, back and lid of the gabions shall be woven into a single unit. The ends and diaphragm(s) shall be factory connected to the base. All perimeter edges of the mesh forming the basket and top, or lid, shall be salvaged with wire having a larger diameter.

Where the length of the gabion exceeds its horizontal width, the gabion is to be equally divided by diaphragms, of the same mesh and diameter as the body of the gabions, into cells whose length does not exceed the horizontal width. The gabion shall be furnished with the necessary diaphragms secured in proper position on the base section in such a manner that no additional tying at this juncture will be necessary.

**h. Rock**

The rock for gabions shall be hard, angular, durable, and of such quality that they shall not disintegrate on exposure to water or weathering during the life of the structure. Gabion rocks shall range between 6 inches and 10 inches. The range in sizes may allow for a variation of 5% oversize and/or 5% undersize rock, provided it is not placed on the gabion exposed surface.

**3.0 Construction Requirements:**

Spiral binders shall have a 3-inch separation between continuous, successive loops. Internal connecting wires or preformed stiffeners shall be at least 13.5-gage. Each wire shall also meet the minimum requirements of the wire in this specification. Internal connecting will be provided on all 3-foot thick gabions and shall be provided on a 1-foot grid.

The contractor shall request acceptance of alternative fasteners. Alternative fasteners for woven and welded gabions must be tested in accordance with ASTM A975 Table 2 panel to panel connection. The contractor shall provide copy of the tests made by a recognized laboratory 15 days prior to construction of gabions. The contractor's request shall describe how and where the proposed alternative fasteners will be used.

Random samples of alternative fasteners shall be submitted for testing at least 15 calendar days prior to construction of gabions. The contractor shall submit 12 formed and 12 unformed alternative fasteners. Formation of the 12 formed alternative fasteners shall be done at the job site by the contractor and shall be witnessed by the Engineer.

Gabions which have been constructed with unacceptable alternative fasteners shall be removed or reconstructed at no additional cost to the City at the discretion of the Engineer.

Certificates of Compliance conforming to the requirements of Subsection 106.05 shall be submitted.

**Foundation and Earthwork:**

The foundation on which the erosion control geosynthetic fabric and gabions are to be placed shall be free of clay or organic material and shall conform to requirements of MAG Standard Specifications

## **Section 220.**

Backfilling and compaction required as shown on the project plans shall be 95% density in accordance with MAG Standard Specifications Section 301. This earthwork/grading shall consist of providing excavation, backfilling, and compaction as shown in the project plans.

Areas on which gabion baskets are to be constructed shall be cleared, grubbed, and excavated or backfilled in accordance with the requirements of the appropriate sections of these Special Provisions and MAG Standard Specification Section 201 to produce a ground surface in reasonable conformance with the lines and grades shown on the project plans or established by the Engineer.

### **Filter Fabric:**

Geosynthetic filter fabric shall conform to the requirements of Type A, Table 796-3 in MAG Standard Specifications Section 796, and these Special Provisions.

Filter fabric shall be placed on all areas to receive gabions, as shown on the project plans, prior to placement of the gabion baskets. The surface to receive the filter fabric shall be free of obstructions, depressions, and debris. The fabric shall be loosely laid and not placed in a stretched condition.

The strips of filter fabric shall be placed to provide a minimum 24-inch overlap along each joint. On horizontal joints, the uphill strip shall overlap the downhill strip. On vertical joints the upstream strip shall overlap the downstream strip. The fabric shall be protected at all times during construction from extensive exposure to sunlight.

Placement of the gabion baskets shall be done in such a manner as not to damage the fabric. If in the opinion of the Engineer, the fabric is damaged or displaced during the placement of the gabion basket to the extent that it cannot function as intended, the contractor shall remove the rock and replace the filter fabric.

The filter fabric shall be attached to the bottom and side of the gabion baskets that make up the outside perimeter of a finished bank protection unit.

### **Gabion Baskets:**

Gabions are wire mesh baskets filled on-site with hard, durable rock.

The exposed face or faces shall be hand-placed using selected rocks or prevent bulging of the gabion cell and to improve appearance.

Rock shall be placed in close contact in the unit so that maximum fill is obtained. The units may be filled by machine with sufficient handwork to accomplish requirements of this specification. Units shall be overfilled by 0.5 to 1 inch before closing the lid to compensate for settlement.

The last lift of stone in each cell shall be level with the top of the gabion in order to properly close the lid and provide an even surface for the next course.

All gabion units shall be tied together each to its neighbor along all contacting edges in order to form a continuous connecting structure.

Empty gabions stacked on filled gabions shall be laced to the filled gabion at the front, side and back.

**Shop Drawings:**

Prior to fabrication of the baskets, the contractor shall prepare shop drawings in accordance with the requirements of Subsection 105.03 of the ADOT Standard Specifications. The shop drawings shall show complete fabrication and erection details for the frames including detailed dimensions and sizes of component parts.

**4.0 Method of Measurement:**

Measurement for gabion wall will be per cubic foot.

**5.0 Basis of Payment:**

Gabion wall, measured as provided above, will be paid for at the contract unit price per cubic foot, which price shall be full compensation for the item, complete in place, including excavation, backfilling, compaction, furnishing and installing the gabion baskets, rock, filter fabric, wire ties, and miscellaneous metal items and associated work described herein and as shown on the project plans.



**\*Contract Forms are a binding part of  
Informal Bid Documents and Awarded Contract. \***

**CONTRACT FORMS LIST**

<b>Proposal</b>	<b>P-1 to P-3</b>
<b>Bidding Schedule</b>	<b>BS-1 to BS-2</b>
<b>Bid Bond</b>	<b>BB-1</b>
<b>Qualification &amp; Certification</b>	<b>QC-1 to QC-2</b>
<b>Reference List</b>	<b>RL-1</b>
<b>Affidavit of Non-Collusion</b>	<b>ANC-1</b>
<b>Subcontractor Certification</b>	<b>SC-1</b>
<b>Checklist &amp; Addenda Acknowledgment</b>	<b>CK-1</b>
<b>Contract</b>	<b>C-1 to C-7</b>
<b>Contract Performance Bond</b>	<b>CPB-1</b>
<b>Labor and Materials Bond</b>	<b>LMB-1</b>
<b>Contract Performance Warranty</b>	<b>CPW-1</b>
<b>IRS W-9 Form</b>	<b>W-9</b>

Invitation for Bids No. 120422

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**PROPOSAL (P-1 to P-3)**

**TO THE GILA COUNTY PUBLIC WORKS DIVISION:**

**Gentlemen:**

The following Proposal is made for **Bid No. 120422 Stagecoach Trail Improvements**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Visus Engineering Construction, Inc.

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and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Invitation for Bids No. 120422

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (60) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: VISUS Engineering Construction, Inc.

Corporate Address: 1831 N Rochester, Mesa, AZ 85205

Incorporated under the laws of the State of: Arizona

By (Signature): [Signature] Date: 8/24/2023

President: Barry Hunnel

Secretary: Robert Smith

Treasurer: Robert Smith

1947-1948

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**Invitation for Bids No. 120422**

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Proposal continued...

**If by a Firm or Partnership:**

**Firm or Partnership Name:** \_\_\_\_\_

**Firm or Partnership Address:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name and Address of Each Member:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If by an Individual:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Invitation for Bids No. 120422

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BIDDING SCHEDULE (BS-1 to BS-2)

STAGECOACH TRAIL IMPROVEMENTS  
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: VISUS Engineering Construction, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 608,000-

WRITTEN TOTAL CONTRACT PRICE

Six hundred and eight thousand Dollars  
and Zero Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.





# ROOSEVELT LAKE RESORT STAGECOACH TRAIL IMPROVEMENTS

## BID SCHEDULE

Gila County Project No.  
June 2023

LINE NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Construction Survey & Layout	LS	1	20,000 <sup>-</sup>	20,000 <sup>-</sup>
2	Mobilization/Demobilization	LS	1	55,521 <sup>-</sup>	55,521 <sup>-</sup>
3	Traffic Control	LS	1	10,000 <sup>-</sup>	10,000 <sup>-</sup>
4	AZPDES / Storm Water Pollution & Prevention Plan	LS	1	20,000 <sup>-</sup>	20,000 <sup>-</sup>
5	Remove Asphaltic Concrete Pavement	SY	2,977	10 <sup>-</sup>	29,770 <sup>-</sup>
6	Remove & Relocate Sign, Post & Foundation	EA	2	400 <sup>-</sup>	800 <sup>-</sup>
7	Remove Culvert	LF	57	75 <sup>-</sup>	4,275 <sup>-</sup>
8	Remove Water Meter & Cap Service Line	EA	1	1,500 <sup>-</sup>	1,500 <sup>-</sup>
9	Relocate Mailbox	EA	25	200 <sup>-</sup>	5,000 <sup>-</sup>
10	Drainage Excavation	CY	140	30 <sup>-</sup>	4,200 <sup>-</sup>
11	Protection of Existing Waterline (1/2 Sack CLSM) (Det 4, Dwg G5)	LF	262	50 <sup>-</sup>	13,100 <sup>-</sup>
12	Subgrade Preparation	SY	3,485	22 <sup>-</sup>	84,590 <sup>-</sup>
13	Aggregate Base Course	SY	3,485	28 <sup>-</sup>	97,580 <sup>-</sup>
14	Asphaltic Concrete Pavement (Marshall 3/4" Mix, Low Traffic Volume)	SY	3,485	36 <sup>-</sup>	125,460 <sup>-</sup>
15	Concrete Ribbon Curb (MAG Std Det 220-1, Type B)	LF	120	60 <sup>-</sup>	7,200 <sup>-</sup>
16	Concrete Valley Gutter (MAG Std Det 240) (Modified 3' Width)	SF	3,629	26 <sup>-</sup>	94,354 <sup>-</sup>
17	Gabion Wall	CY	66	525 <sup>-</sup>	34,650 <sup>-</sup>
18	Owners Contingency				20%
				<b>Total Bid</b> 608,000 <sup>-</sup>	

## 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 Visus Engineering Construction, Inc.,

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual),

a corporation duly organized under the laws of the State of Iowa,

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 bid, 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. 120422, STAGECOACH TRAIL IMPROVEMENTS,

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:

Principal Visus Engineering Construction, Inc.

By 

Robert Smith

Title secretary / Treasurer

Surety Merchants Bonding Company (Mutual)

  
By Attorney-in-Fact Michael J. Mesenbrink, Attorney-in-Fact

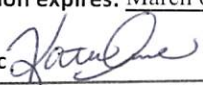
7272 E Indian School Road, Suite 375  
Scottsdale, AZ 85251

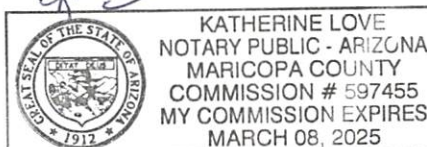
Address, Attorney-in-Fact

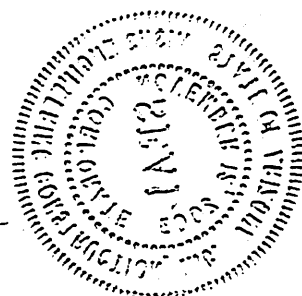
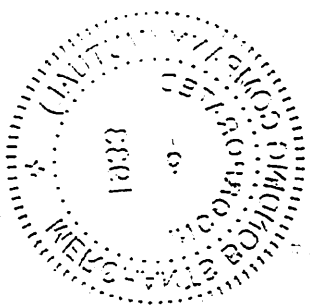
Subscribed and sworn to before me

this 21st day of August, 2023

My commission expires: March 08, 2025

Notary Public 





RECEIVED  
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U.S. DEPT. OF JUSTICE

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filiberto J Islas; Heather J Perrin; Jeri Lynn Thompson; Katie Love; Lisa M Hankal; Margie Wager; Maria R Lucero; Michael J Mesenbrink; Thomas R Turner; Will Huyler

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of March, 2023.



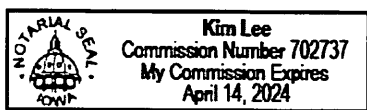
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 23rd day of March, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of August, 2023.



*William Warner Jr.*  
Secretary



**GILA COUNTY**  
**QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)**

**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.

**Bid Number 120422-STAGECOACH TRAIL IMPROVEMENTS**

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:  
VISUS Engineering Construction, Inc.  
1831 N Rochester, Mesa, AZ 85205  
480-833-8268
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 X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm'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.
5. Contractor must also provide at least the following information:
  - a. A brief history of the Contractors Firm.
  - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.





5.

a. Visus Engineering Construction, Inc. is a Mesa, Arizona construction engineering firm that specializes in civil engineering construction. Ninety-eight percent of our work is contracted directly with municipal/government agencies. We have been doing business in Arizona for 20 years as Visus, Inc. and have never operated under another name, nor have our principals.

b. Please see the attached Cost Proposal.

c. Please see the attached list of previous customers.

d. Trade: Concrete  
Company: Vincon Engineering Construction, LLC  
Contact: Troy Colby  
Phone: 480-833-8527  
AZ ROC: 307528

Trade: Traffic Control  
Company: National Barricade, LLC  
Contact: Charles Anderson  
Phone: 623-879-4695  
AZ ROC: 310451

Trade: Survey  
Company: D2 Surveying, LLC  
Contact: Josh Dalmacio  
Phone: 480-221-13685  
AZ ROC: N/A

e. Our committed team of employees has more than 100 years of experience in underground utilities and roadway excavation and enhancements. Our business model for 20 years has always included at least one owner dedicated to the success of each project. Our resources include our 30 full-time employees and numerous pieces of company owned equipment such as excavators, backhoes, skip loaders and water trucks to name a few. In addition, we own 12 dump trucks which are used to assist in removals, hauling of aggregate base and asphalt materials when needed.

Invitation for Bids No. 120422

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- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 0.85

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

7. **Current Arizona Contractor License Number:** KA 250594



Signature of Authorized Representative

Robert Smith

Printed Name

Secretary / Treasurer

Title

Invitation for Bids No. 120422

GILA COUNTY  
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** City of Apache Junction - Haven Hollow Roadway improvements  
Contact: Raquel Schatz  
Phone: 480-474-8549  
Address: 575 E Baseline Ave, Apache Junction, AZ 85119
2. **Company:** Town of Gila Bend - Norma & Johnny Street improvements  
Contact: Richard Wallace  
Phone: 602-957-3350  
Address: 22415 N 16th St, Phoenix, AZ 85024
3. **Company:** Town of Gilbert - Heritage District ADA improvements  
Contact: Richard Hooker  
Phone: 480-503-6933  
Address: 90 E Civic Center Dr, Gilbert, AZ 85296
4. **Company:** City of Tempe - Priest Dr & Grove Pkwy Roundabout  
Contact: Josh Warren  
Phone: 480-665-8542  
Address: 31 E 5th St, Tempe, AZ 85280

VISUS Engineering Construction, Inc.  
Name of Business

  
Signature of Authorized Representative

Secretary / Treasurer  
Title

**AFFIDAVIT BY CONTRACTOR (ANC-1)**  
**CERTIFYING THAT THERE WAS NO COLLUSION**  
**IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)

)ss  
COUNTY OF: maricopa

Robert Smith  
(Name of Individual)

being first duly sworn, deposes and says:

That he is SECRETARY / TREASURER  
(Title)  
of VISUS Engineering Construction, Inc. and  
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 120422, STAGECOACH TRAIL IMPROVEMENTS** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_  
VISUS Engineering Construction, Inc.  
(Name of Business)

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

VISUS Engineering Construction, Inc.  
Name of Business

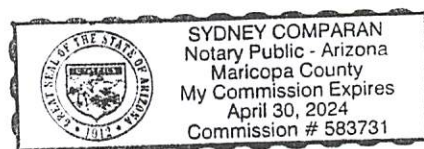
[Signature]  
By

SECRETARY / TREASURER  
Title

Subscribed and sworn to before me this 24<sup>th</sup> day of August, 2023.

Sydney Comparan  
Notary Public

My Commission expires: April 30, 2024





**GILA COUNTY**  
**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of **Invitation for Bid No. 120422**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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.

Name of Business

Visus Engineering Construction, Inc.

Signature of Authorized Representative



Title

SECRETARY / TREASURER

### Certification of No Forced Labor:

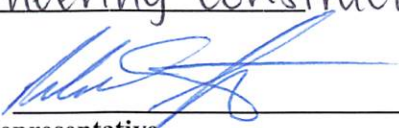
The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

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: August 24, 2023

Vendor VISUS Engineering Construction, Inc.

  
Signature of Authorized Representative

Robert Smith  
Printed Name

Secretary / Treasurer  
Title



Invitation for Bids No. 120422

**BIDDERS CHECKLIST (CK-1)**

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

**CHECKLIST:**

<b><u>REQUIRED DOCUMENT</u></b>	<b><u>COMPLETED AND EXECUTED</u></b>
Proposal	<u>✓</u>
Bidding Schedule	<u>✓</u>
Surety (Bid) Bond	<u>✓</u>
Qualification & Certification Form	<u>✓</u>
Reference List	<u>✓</u>
Affidavit of Non-Collusion	<u>✓</u>
Subcontractor Certification	<u>✓</u>
Bidders Checklist & Addenda Acknowledgment	<u>✓</u>

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials and	<u>R.S.</u>				
Date	<u>7/31/2023</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Signed and dated this 24<sup>TH</sup> day of August, 2023.

visus Engineering Construction, INC.  
CONTRACTOR:

BY:

Each complete bid shall be sealed in an envelope and bearing the following statement on the outside of the envelope: Bid No. 120422, Stagecoach Trail Improvements. All complete bids shall be filed at Gila County Procurement, Copper Building Conference Room, 1400 E. Ash St., Globe, AZ 85501, before Thursday, August 24, 2023 at 3:00 P.M.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.


In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ \_\_\_\_\_ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

**BID NO. 120422-STAGECOACH TRAIL IMPROVEMENTS**


**OWNER:**

**GILA COUNTY BOARD OF SUPERVISORS**

  
Woody Cline, Chairman, Board of Supervisors

**CONTRACTOR:**

  
Contractor Signature

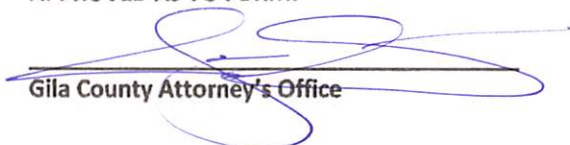
  
Print Name

**ATTEST:**

  
James Menlove, Clerk of the Board

\_\_\_\_\_  
Witness (If Contractor is Individual)

**APPROVED AS TO FORM:**

  
Gila County Attorney's Office

**GILA COUNTY**  
**CONTRACT PERFORMANCE WARRANTY (CPW-1)**

I, ROBERT B SMITH, representing  
VISUS ENGINEERING CONSTRUCTION INC (company name)

do hereby warranty the work performed for the:

**BID NO. 120422-STAGECOACH TRAIL IMPROVEMENTS,**

for a period of two (2) years 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)

10/2/2023  
Date

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Visus Engineering Construction, Inc</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1831 N Rochester</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Mesa, AZ 85205</b>	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

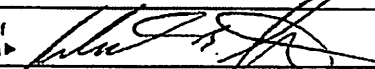
Social security number								
			-				-	
or								
Employer identification number								
6	5	-	1	2	1	0	4	1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date ► 1/1/2023
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**ARF-8692**

**Regular Agenda Item 2. L.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Homero Vela, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

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Information

Request/Subject

Approval of an agreement between Gila County and Cobre Valley Regional Medical Center.

Background Information

Every year, CVRMC hosts an Annual Health Fair to raise awareness of and to promote health services that are available in our community. In previous years, additional parking for this event was used on Gila County property located by the hospital.

CVRMC has requested to use the Gila County Road Yard parking lot for the overflow parking for the Annual Health Fair.

Under A.R.S. 11-201 (A), "The powers of a county shall be exercised only by the board of supervisors or by agents and officers acting under its authority and authority of law. It has the power to (4) make such orders for the disposition or use of its property as the interests of the inhabitants of the county require."

In exchange for the use of the parking lot on April 20, 2024 between the hours of 6:00 am to 6:00 pm, CVRMC will advertise Gila County's partnership at the Annual Health Fair.

Evaluation

It would be in the interests of the inhabitants of the County to have additional parking so that there can be more attendees at the Annual Health Fair. If the County desires to issue a temporary parking license to CVRMC for the use of the Gila County Road Yard parking lot on April 20, 2024 for the purpose of the Health Fair, the Board may approve the agreement.

Conclusion

The Board may approve an agreement for the use of the parking lot adjacent to the Gila County Globe Road Yard located at 1001 W Besich Blvd, Globe, Arizona, if the Board finds that it would be in the interests of the inhabitants of the County.

This parking license agreement shall be used for the specific purpose of allowing parking space for the Annual Health Fair conducted by CVRMC scheduled for April 20, 2024.

#### Recommendation

After evaluation, the Board may approve the agreement with CVRMC for the purpose of additional parking for the Annual Health Fair on April 20, 2024.

#### Suggested Motion

Information/Discussion/Action to approve an agreement between Gila County and Cobre Valley Regional Medical Center, which authorizes the use of the parking lot adjacent to the Gila County Globe Road Yard located at 1001 W. Besich Blvd in Globe. **(Homero Vela)**

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#### Attachments

Agreement between Gila County and CVRMC

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**AGREEMENT BETWEEN  
GILA COUNTY  
AND  
COBRE VALLEY REGIONAL MEDICAL CENTER**

This 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 Cobre Valley Regional Medical Center (herein referred to as "the Sponsor"). (Gila County and the Organization shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

**RECITALS**

**WHEREAS**, the County has the authority, pursuant to A.R.S. § 11-201 (A)(4), to make such orders for the use of County property as the interests of the inhabitants of the County require; and,

**WHEREAS**, the Sponsor is sponsoring the Cobre Valley Regional Medical Center Health Fair hereinafter called the "Event", to be held Saturday, April 20, 2024; and,

**WHEREAS**, the Sponsor has requested to use the Gila County Road Yard parking lot for overflow parking for the Event; and,

**WHEREAS**, it would be in the interests of the inhabitants of the County to have additional parking so that there can be more attendees at the Event; and,

**WHEREAS**, the County desires to issue a temporary parking license to Cobre Valley Regional Medical Center for the use of the Gila County Road Yard parking lot on April 20, 2024 for the purpose of the Event; and,

**WHEREAS**, the Sponsor will promote and advertise the County through the Sponsor's website and other marketing activities.

**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:

**1. Indemnification:** The Sponsor shall indemnify, defend, save and hold harmless the County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused by the negligent or willful acts or omissions of the Sponsor 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 such the Sponsor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Sponsor from and against any and all Claims. It is agreed that the Sponsor 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 Sponsor agrees to waive all rights of subrogation against the Indemnatee, its officers, officials, agents and employees for losses arising from the work performed by

this Agreement.

Any insurance, its limits, amount and type required herein to be maintained by the Sponsor shall in no way be construed as limiting the scope of this indemnity.

**2. Insurance Requirements:** The Sponsor, at Sponsor's own expense, shall purchase and maintain the hereinafter stipulated minimum insurance with companies, possessing a current AM Best, Inc. rating of A VII, duly licensed in the State of Arizona

The County in no way warrants that the minimum insurance and limits contained herein are adequate or sufficient to protect the Sponsor, its officers, officials employees, members, Guests, invitees, participants or spectators.

10 days prior to the Event, the Sponsor shall provide the County with a Certificate of Insurance evidencing the insurance required by the County. The certificate shall indemnify the Event and be directly sent to Gila County Public Works, 745 N Rose Mofford Way, Globe, AZ 85501. Failure to do so, at the County's sole discretion, may constitute a material breach of this Agreement and grounds for its immediate termination, cancellation or suspension.

The Sponsor's insurance or self-insurance shall contain a waiver of rights of recovery or subrogation against the County, its officials and employees for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, the Event.

The Sponsor's insurance or self-insurance, except workers' compensation, required herein shall name the County, its officials and employees as Additional Insureds.

**General Liability Insurance:** General Liability insurance of \$1,000,000 per occurrence with a \$2,000,000 general aggregate limit and a \$2,000,000 products completed operations limit. The General Liability insurance shall include coverage for bodily injury, personal injury, broad form property damage, blanket contractual liability, products/completed operations.

The General Liability Additional Insured endorsement shall include coverage for bodily injury, personal injury, broad form property damage, contractual liability premises liability and products/completed operations liability.

**Vehicle Liability Insurance:** Vehicle Liability insurance with a combined single limit of \$1,000,000 each occurrence with respect to Sponsor's owned, hired and no-owned vehicles.

**Workers' Compensation Insurance:** Statutory Worker's Compensation insurance and Employer's Liability insurance of \$1,000,000 each accident, \$1,000,000 each disease and \$1,000,000 disease policy limits.

#### **Other General Requirements**

**Objectionable Uses or Persons:** Any use of County property in violation of any law or ordinance of the County, State of Arizona or United States or, at the County's sole discretion, that is not in the County's best interest, may at the County's sole discretion, constitute a material breach of the Agreement and be grounds for its immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to or be ejected from, the County's property. The Sponsor shall defend, indemnify and hold harmless the County, its officials and employees from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in section 2 of this Agreement.

**County Property:** This Agreement is for County property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate agreement or permit may be required. Sponsor shall be responsible for obtaining all necessary agreements, permits or insurance required by any federal, state, municipal or other governmental or private entity.

**Damage to County Property:** Sponsor will promptly compensate or reimburse County the full amount of any damage to, or loss of use of, County buildings, facilities, grounds, lands, water or property caused by Sponsor, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the County shall also include, but not be limited to restoration, clean-up, abatement, remedial actions, legal fees and expenses or fines.

**Damage to Sponsor Property:** The County shall not be responsible for loss of, damage to, or loss of use of tangible or intangible property of Sponsor, its officers, officials, employees, members, guests, invitees or agents or Event participants or spectators.

**Inclement Weather or Emergencies:** At the County's sole discretion, the County may close any County property or terminate or cancel any Event due to inclement weather or any other emergency situation.

**Loss of Privileges:** Loss of privileges authorized by this Agreement by County closure, termination, cancellation or suspension is not compensable to the Sponsor.

**Transfer:** This Agreement, its requirements, terms and conditions are not transferable.

**Exclusivity:** This Agreement is not exclusive unless otherwise stated in the Agreement. The County reserves the right to use or allow others to use any part of the County property pertaining to the Agreement. The Sponsor agrees to allow others of the public free and unrestricted access to, and use of, the County property at all times for all lawful purposes.

**County Rules and Regulations:** Upon issuance, this Agreement authorizes the Sponsor to use or occupy County property, subject to the terms and conditions outlined within County rules, regulations, laws, ordinances or the County approved authorization or use plan for this Agreement. It is the Sponsor's responsibility to be familiar with and to understand all applicable county rules, regulations, laws, or ordinances.

**Obligations of the Sponsor:** The obligations of the Sponsor under this Agreement are not contingent upon the County to inspect any Sponsor equipment, food, beverages, activity or operations.

**Liability Waiver:** In a form acceptable to the County, the County, at its sole discretion, may require executed statements of fitness for activity and/or waivers of liability for or from each Sponsor, officer or member or Event participant, guest or spectator.

**Report to County:** The Sponsor shall immediately report to the County any accident, event, or occurrence that results, or may result in bodily injury, death or property damage.

**3. Termination:** Either Party may, at any time and without cause, cancel this Agreement by providing 30 days 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.

**4. 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.

**5. 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 shall apply but do not require an amendment.

**6. 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 the Organization 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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 to ensure that 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.

**13. 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."

**14. 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.

**GILA COUNTY**

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Stephen Christensen, Chairman  
Gila County Board of Supervisors

**COBRE VALLEY REGIONAL MEDICAL CENTER**



, 4/11/2024

**ATTEST:**

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James Menlove, Clerk of the Board

**APPROVED AS TO FORM:**

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The Gila County Attorney's Office



**ARF-8678**

**Regular Agenda Item 2. M.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Homero Vela, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 02-07-23 to 02-06-24 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 1 to Invitation for Bids No. 010522-Provide and Haul 3/8" Double Washed Chips.

Background Information

On February 5, 2023, the Board of Supervisors approved Contract No. 010522-Provide and Haul 3/8" Double washed Chips for the period beginning February 7, 2023, to February 6, 2024 with the option to renew for 3 one-year renewal periods.

Evaluation

Amendment No. 1 to Contract No.. 010522 extends the term of the contract for an additional one-year term from February 7, 2024, to February 6, 2025.

Conclusion

The Public Works Department Director wishes to execute Amendment No. 1 to Contract No. 010522-Provide and Haul 3/8" Double washed Chips to extend the contract for one additional year, from February 7, 2024, to February 6, 2025 for a total contract amount not to exceed \$154,077.51.

Recommendation

The Public Works Department Director recommends the approval of Amendment No. 1 to Contract No. 010522 - Provide and Haul 3/8" Double washed Chips to extend the contract for one additional year, from February 7, 2024, to February 6, 2025, for a total contract amount not to exceed \$154,077.51.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract No. 010522-1 with Payson Concrete & Materials to extend the contract for one additional year, from February 7, 2024, to February 6, 2025, with a not-to-exceed amount of \$154,077.51. **(Homero Vela)**

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Attachments

Amendment No. 1 to Contract No. 010522

Contract No. 010522 with Payson Concrete

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**AMENDMENT NO. 1 TO CONTRACT NO. 010522-1**

*The following amendments are hereby incorporated into the agreement for the below project*

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**PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS**

**PUBLIC WORKS**

**Effective** February 7, 2023, Gila County and Payson Concrete & Materials entered into a contract whereby Payson Concrete & Materials agreed to Provide and Haul 3/8" Double Washed Chips.

**Contract No. 010522-1** will expire on February 6, 2024. **Section 2.0- Bid Pricing & Term**, Gila County shall have the option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 1 to Contract No. 010522-1**, 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 February 7, 2024, to February 6, 2025, for a contract amount of not to exceed One Hundred Fifty-Four Thousand Seventy-Seven dollars and 51/100's (\$154,077.51) without prior written approval from the County.

All other terms, conditions, and provisions of the original Contract shall remain the same and apply during the February 7, 2024, to February 6, 2025, renewal period.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**AMENDMENT 1 TO CONTRACT NO. 010522-1**

**APPROVED:**

\_\_\_\_\_  
Stephen Christensen, Chairman of the Board

  
Payson Concrete & Materials

\_\_\_\_\_  
James Menlove, Clerk of the Board

**APPROVED AS TO FORM:**

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

**GILA COUNTY**

**INVITATION FOR BIDS NO. 010522**

**Provide and Haul 3/8" Double Washed Chips**

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



**\*BOARD OF SUPERVISORS\***

Woody Cline, Chairman  
Steve Christenson, Vice Chairman  
Tim R. Humphrey, Member

**\*COUNTY MANAGER\***

James Menlove



**GILA COUNTY**  
**NOTICE OF INVITATION FOR SEALED BIDS NO. 010522**  
**PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS**

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Notice is hereby given that Gila County is requesting bids from qualified Vendors to Provide and Haul 3/8" Double Washed Chips for surface roadway chip seal in various locations in Gila County.

**SUBMITTAL DUE DATE:** 11:00 A.M., MST, January 23, 2023

**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. 010522 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](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 [bhurst@gilacountyaz.gov](mailto:bhurst@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 10, 2023 and January 17, 2023**

Signed: \_\_\_\_\_  
Woody Cline, Chairman, Board of Supervisors

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

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

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



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## **INTENT**

REQUEST FOR BID FOR: Provide and haul 3/8" double washed chips for approximately 3,000 Tons rock for road resurfacing.

### **JOB/PROJECT DESCRIPTION**

Gila County is issuing this Invitation for Bids (IFB) seeking bids from qualified, licensed firms (Vendors) interested in providing and hauling 3/8" double washed chips for approximately 3,000 Tons rock for road resurfacing.

For the purposes of this Request for Bid, "Vendor" is defined as an individual or an entity who submits a bid.

Arizona Locations:

Globe, Payson, Pine, Strawberry, Tonto Basin, Young,

### **SCOPE OF WORK:**

- Provide and haul 3/8" chips for chip seal projects
- Each location has a deadline for chips to be delivered & stockpiled
- Each year contract is renewed, quantities will be changed

The unit price listed shall include all costs including all labor, materials, insurance, overhead, taxes and profit. Gila County will pay the Vendor the fixed price per ton for the work described above. After contract award and submission of acceptable insurance certificates and bonds, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Vendor agrees to an earlier date) on which performance shall start.

### **Specifications:**

Gradation requirement for the 3/8" chips is either ADOT or MAG specifications. For fractured face specifications use the low volume traffic only. Example is under MAG specification Table 716-1.

**Arizona Vendor's License:** Vendor must have a valid Arizona Vendor'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 Vendors.

### **GENERAL REQUIREMENTS**

The Vendor shall perform complete services as described in this contract. The Vendor 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 Vendor shall meet all standards of performance identified in the contract. The Vendor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

**Safety:** Gila County assumes no responsibility for injuries or damages suffered by Vendor, its officers, agents, or employees, while engaged in the performance of this Contract. Vendor 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 Vendor 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 Vendor employees and citizens in the vicinity of the job site. The Vendor shall establish a safety

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

## **MANAGEMENT & SUPERVISION**

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

**Quality Control:** The Vendor shall be responsible for quality control. The Vendor shall perform inspection visits to the stockpile sites and will conduct a final walk-through with Gila County representatives at the completion of the project for this particular contract. Dates for subsequent contracts will be adjusted through Addendum for contract renewal.

**Notification Of Noncompliance:** The Project Supervisor will promptly notify the Vendor of any detected noncompliance with the foregoing requirements. The Vendor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Vendor at the work site, shall be deemed sufficient for the purpose of notification. If the Vendor 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 Vendor 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 Vendor 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 Vendor:

- (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 Vendor in default of the contract for any reason hereinbefore, the Vendor shall immediately be given written notice as to the reasons for considering the Vendor in default and the County's intentions to terminate the contract.

If the Vendor, 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 Vendor'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 Vendor.

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 the Vendor. If such expense exceeds the sum that would have been payable under the contract, then the Vendor shall be liable and shall pay to the County the amount of such excess.

**Measurement and Payment:** For all items of work, other than those to be paid by lump sum, after work is completed and before final payment is made therefore, the Engineer will make final measurements to determine quantities of the items of work Performed as the basis for final settlement. The Vendor, in the case of unit price items, will be paid for actual amount of work performed and for actual quantity of materials in place. All work completed under the Contract will be measured by the Engineer according to standards of weights and measures recognized by the National Bureau of Standards.

Prices for this contract will be honored through February 6, 2024. Any subsequent contract pricing will be considered upon a request by the County for Amendment to extend this contract beyond the first year.

**INFORMATION REQUESTS:** All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).

## **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 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 request for sealed bid package. It is permissible to copy these forms if required but copies must have original signatures, single sided.
- B. Before submitting its bid and qualification form 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 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 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 shall 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 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 Vendor; if initialed, the county may require the Vendor 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 Vendors 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.

#### **Inquiries**

Any questions related to this request for bid must be directed to those whose names appear on the notice. The 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 Vendor(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 19, 2023, 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 Vendor submitting a late bid shall be so notified.

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

It is required that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on each (2) 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, 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.
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.

The Bid shall be submitted in a sealed envelope, Two (2) copies **with original signatures** shall be provided by the Bidder. The words **"SEALED BID"** with Bid Title **"PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS"**, Bid No., **"010522"**, Date **"January 23, 2023"**, and time **"11:00 AM"** 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**

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 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 Vendor(s).
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 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 Vendor 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 Vendors 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. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The Vendor 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 Vendor, its agents, sub-Vendors, 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 Vendor'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 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 request for bid 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. 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 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 Vendor or any agency is a violation of the county procurement code.

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

### **Contract Amendments**

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

### **Contract Default**

- A. The county, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Vendor fails to make delivery of the supplies or deliverables, 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.

**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 Vendor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

The county reserves the right to cancel the whole or any part of this contract due to failure of the Vendor 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, for services which are 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 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.

**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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or sub-Vendors.

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.

#### **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:** Vendor and sub-Vendors 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 Vendor, his agents, representatives, employees or sub-Vendors.

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

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Vendor 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 Vendor".

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Vendor even if those limits of liability are in excess of those required by this Contract.
  2. The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Vendor 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](mailto: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. **SUBVENDORS:** Vendors' certificate(s) shall include all sub-Vendors as additional insured's under its policies or Vendor shall furnish to the county separate certificates and endorsements for each sub-Vendor. All coverages for sub-Vendors 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 Vendor to PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS for Gila County.

**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 Vendor shall review its bid submission to assure the following requirements are met.
  - 1.3.1 **One (1) original and two (2) copies, total of two (2), all with original signatures, shall be submitted at time of bid opening.**
  - 1.3.2 Qualification and Certification Form
  - 1.3.3 Price Sheet
  - 1.3.4 No Collusion Certification
  - 1.3.5 Certification of Debarment
  - 1.3.6 Intentions Concerning Subcontracting
  - 1.3.7 Legal Arizona Workers Act Compliance
  - 1.3.8 Israel Boycott Certification
  - 1.3.9 Certification of No Forced Labor
  - 1.3.10 Checklist & Addenda Acknowledgment
  - 1.3.11 Offer Page
  - 1.3.12 Surety (Bid) Bond
  - 1.3.13 Acceptance of Offer

### **SECTION 2.0**

#### **Bid Pricing & Term**

- 1.1 Prices shall be in effect for the duration of the contract period. Vendor 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 Vendor's or Gila County's discovery of any such price reduction. Any reasonable price changes requested by the Vendor at renewal will be considered.
- 2.2 The term of this particular contract shall commence upon award and shall remain in effect until the completion of the required work on or before April 10, 2023 but the contract will not expire until February 6, 2024. Subsequent renewed contracts will have different term dates per Amendment.

**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 Vendors under consideration for final award.

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

**Contract Number 010522 PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS**

The applicant submitting this bid warrants the following:

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

Payson Concrete and Materials Inc.  
1900 East Hwy. 260, Payson AZ. 85541  
928-474-2231

2. Has Vendor (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 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 X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Vendor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Vendor's present or any previous name)? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this contract.

5. Current Vendor Business Arizona License Number: 04003333 (AZ. Tax Lic.)  
(If Applicable)

George Randall  
Signature of Authorized Representative

George Randall  
Printed Name

President  
Title



CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF GILA                    )

George Randall  
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is President  
(Title)

of Payson Concrete and Materials Inc. and  
(Name of Business)

That he or she is submitting a bid on **IFB NO. 010522 PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS**, and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said

Payson Concrete and Materials Inc.  
(Name of Business)

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

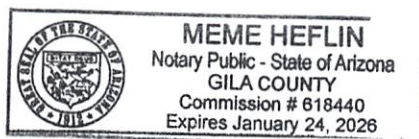
Payson Concrete and Materials Inc.  
Name of Business

By George Randall  
President  
Title

Subscribed and sworn to before me this 18th day of January, 2023.

[Signature]  
Notary Public

My Commission expires: 1/24/26



**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 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/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.

George Randall, President, Payson Concrete and Materials Inc.

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

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


**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 010522 PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the bid. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Vendors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

☒ **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

George Randall  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

### **BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

**NOTICE IS HEREBY GIVEN** that all bid documents shall be completed and executed and submitted with this IFB 010522. If Vendor 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**

QUALIFICATION & CERTIFICATION FORM  
PRICE SHEET  
NO COLLUSION FORM  
INTENTIONS IN SUBCONTRACTING  
LEGAL ARIZONA WORKERS ACT COMPLIANCE  
ISRAEL BOYCOT CERTIFICATION  
CHECKLIST & ADDENDA ACKNOWLEDGMENT  
OFFER PAGE  
SURETY (Bid) BOND

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

#### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Payson Concrete and Materials Inc.

Vendor:

By: 

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. 010522 PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, January 23, 2023 by 11:00 AM.

THE SECRETARY OF THE ARMY  
WASHINGTON, D. C.  
OFFICE OF THE SECRETARY  
ATTENTION: THE SECRETARY  
OF THE ARMY  
WASHINGTON, D. C.

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**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 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: 010522 PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS**

**Vendor Submitting Bid:**

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

PAYSON CONCRETE AND MATERIALS INC.  
Company Name

1900 E. HWY. 260  
Address

PAYSON      AZ.      85541  
City                      State                      Zip

Name: NELSON D. BECK - Sales Rep.

Phone No.: 928-474-2231

Fax 928-474-0956

Email: NELSON.BECK@PAYSONCONCRETE.COM

  
Signature of Authorized Person to Sign

George Randall  
Printed Name

President  
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

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

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.

George Randall  
Signature of Authorized Representative

George Randall  
Printed Name

President  
Title

**ISRAEL BOYCOTT CERTIFICATION**

Vendor 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 Vendor may result in action by County up to and including termination of this agreement.

Date: 1-18-2023

George Randall  
Signature of Authorized Representative

George Randall  
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, 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: 1-18-2023

George Randall  
Signature of Authorized Representative

George Randall  
Printed Name

President  
Title

**GILA COUNTY**

**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 George Randall,  
as Principal, hereinafter called the Principal, and Payson Concrete and Materials Inc.  
a corporation duly organized under the laws of the State of Arizona,

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 bid, 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. 010522 Provide and Haul 3/8" Double Washed Chips**

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:

Principal

George Randall

By

George Randall

Title

President

Surety

SELF

By Attorney-in-Fact

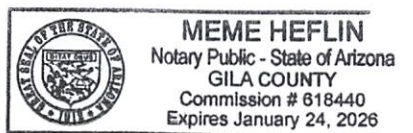
N/A

Address, Attorney-in-Fact

Subscribed and sworn to before me  
this 18 day of Jan., 2023

My commission expires: 12/24/26

Notary Public [Signature]



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

***The Offer is hereby Accepted:***

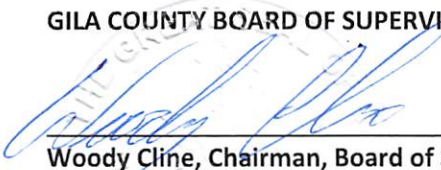
The Vendor Payson Concrete and Materials is now bound to provide the materials or services listed in IFB No.: 010522 PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS, including all terms and conditions, specifications, and amendments, and the Vendor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 010522**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives written notice to proceed from Gila County.

**IN WITNESS WHEREOF**, TWO (2) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties

hereinabove named, on this 7<sup>th</sup> day of February, 2023.

**GILA COUNTY BOARD OF SUPERVISORS:**

  
\_\_\_\_\_  
Woody Cline, Chairman, Board of Supervisors

**ATTEST:**

  
\_\_\_\_\_  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

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

SECRET  
NO FORN DISSEM

1. This document contains information that is

classified "Secret" because it contains information that is so classified by the Department of Defense (DoD) and the Department of State (DoS) in accordance with the provisions of Executive Order 11652, as amended, and the provisions of the Arms Control and Disarmament Act (ACDA), as amended.

2. This document contains information that is so classified by the DoD and the DoS in accordance with the provisions of Executive Order 11652, as amended, and the provisions of the ACDA, as amended, because it contains information that is so classified by the DoD and the DoS in accordance with the provisions of Executive Order 11652, as amended, and the provisions of the ACDA, as amended.

3. This document contains information that is so classified by the DoD and the DoS in accordance with the provisions of Executive Order 11652, as amended, and the provisions of the ACDA, as amended, because it contains information that is so classified by the DoD and the DoS in accordance with the provisions of Executive Order 11652, as amended, and the provisions of the ACDA, as amended.

4. This document contains information that is so classified by the DoD and the DoS in accordance with the provisions of Executive Order 11652, as amended, and the provisions of the ACDA, as amended, because it contains information that is so classified by the DoD and the DoS in accordance with the provisions of Executive Order 11652, as amended, and the provisions of the ACDA, as amended.

SECRET





**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in IFB 010522 PROVIDE AND HAUL 3/8" DOUBLE WASHED CHIPS.

Vendor Name: PAYSON CONCRETE AND MATERIALS INC Phone No.: 928-474-2231

GLOBE AREA – stockpile near 5891 Hope Lane		Early March chip seal
PRICE PER TON		\$ <u>35.18</u>
TOTAL BID PRICE 950 TONS		\$ <u>33,421.00</u>

TONTON BASIN AREA		Late March chip seal
PRICE PER TON		\$ <u>18.12</u>
TOTAL BID PRICE 795 TONS		\$ <u>14,405.40</u>

STRAWBERRY AREA		Early April chip seal
PRICE PER TON		\$ <u>33.05</u>
TOTAL BID PRICE 506 TONS		\$ <u>16,723.30</u>

**\*\*All applicable taxes and profit shall be included in the total bid amount for each location. Subsequent contract approvals will show different tonnages and locations per Addendum.**

George Randall  
Signature of Authorized Representative

George Randall  
Printed Name

President  
Title

**ARF-8669**

**Regular Agenda Item 2. N.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Alex Kendrick, Civil Engineer

Submitted By: Alex Kendrick, Civil Engineer

Department: Public Works

Division: Engineering

Fiscal Year: FY24/25

Budgeted?: Yes

Contract Dates December 2023 - June Grant?: Yes

Begin & End: 2025

Matching Yes

Fund?: New

Requirement?:

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Information

Request/Subject

Adoption of Resolution No. 24-04-04, which authorizes the execution of an Intergovernmental Agreement (No. IGA 24-0009581-I) between Gila County and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT) for the Golden Hill Road Sidewalk-Final Phase project.

Background Information

On December 4, 2023, ADOT reviewed and approved the Golden Hill Road Sidewalk-Final Phase project for award through the Transportation Alternatives Program Funding with a local match of 5.7%. After initiation of the project, an Intergovernmental Agreement (IGA) was drafted between ADOT and Gila County for approval by both entities for the pursuit of completing this project.

Evaluation

After Gila County Engineering and legal staff reviewed the proposed IGA, adoption of this resolution, which authorizes the execution of this IGA will be necessary for the Golden Hill Road Sidewalk project's final phase to continue moving forward.

Conclusion

Through the use of transportation alternative funds program Gila County will be able to finish the Golden Hill Road Sidewalk-Final Phase project with minimal financial impact to Gila County. Without the mutual agreement between ADOT and Gila County through this IGA, the Golden Hill Road Sidewalk-Final Phase project can not proceed and Gila County would end up fronting the entire cost of that project.

### Recommendation

It is the recommendation of the Public Works Department Director and Engineering staff that the Board approve an IGA (No. IGA 24-0009581-I) between Gila County and the State of Arizona, acting by and through the Arizona Department of Transportation.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 24-04-04, which authorizes the execution of an Intergovernmental Agreement (No. IGA 24-0009581-I) between Gila County and the State of Arizona, acting by and through the Arizona Department of Transportation, for the Golden Hill Road Sidewalk-Final Phase project. **(Alex Kendrick)**

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### Attachments

Resolution No. 24-04-04

Intergovernmental Agreement No. 24-0009581-I

Award Letter

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After recording, return to:  
Sam Trimble, BOS



**RESOLUTION NO. 24-04-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA 24-0009581-I) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE FINAL PHASE OF THE DESIGN AND CONSTRUCTION OF SIDEWALKS ON GOLDEN HILL ROAD.**

**WHEREAS**, the Gila County Board of Supervisors is desirous of continuing with the extension of the Golden Hill Road sidewalk; and,

**WHEREAS**, an Intergovernmental Agreement requires a resolution of Gila County to authorize the execution of the agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (IGA 24-0009581-I) between Gila County and the State of Arizona, Department of Transportation, for the final phase of design and construction of sidewalks on Golden Hill Road.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of April 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

ADOT CAR No.: IGA 24-0009581-I  
AG Contract No.: P0012024000328  
Project Location/Name: Golden Hill Rd  
Sidewalk - Final Phase  
Type of Work: Extend Sidewalk  
Federal-aid No.: GGI-0(220)T  
ADOT Project No.: T0536 01D/03D/01C  
TIP/STIP No.: GIL24-02D/GIL24-05C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

**THIS AGREEMENT** ("Agreement") is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

### **I. RECITALS**

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 11-251 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of extending the concrete sidewalk along Golden Hill Road approximately 1700 feet in length from Alberta Drive to Hospital Drive and from the crosswalk on Golden Hill Road near the cemetery to Main Street, completing the Golden Hill sidewalk. The sidewalk will be 4 feet wide with 5 feet wide Americans with Disability Act (ADA) passing spaces that match up to the existing sidewalk, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$614,920, which includes federal aid and the Local Agency's match. The State will administer the design and advertise, bid and award, and administer the construction phase of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

**In consideration of the mutual terms expressed herein, the Parties agree as follows:**

---

## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
  - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
  - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$1,710 and the Local Agency's share of the Project design costs, estimated at \$5,108. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized, invoice or reimburse the Local



Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.

- c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
- d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
- e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$28,233.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
- f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
- g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
- h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
- i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

- j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$1,710 and the Local Agency's share of Project design costs, estimated at \$5,108. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
  - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$28,233, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
  - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
  - f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
  - g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of

Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **III. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and

shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), 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, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Gila County  
Attn: Thomas Goodman  
1400 East Ash Street  
Globe, AZ 85501  
928.402.8507  
[tgoodman@gilacountyaz.gov](mailto:tgoodman@gilacountyaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Gila County  
Attn: Thomas Goodman  
1400 East Ash Street  
Globe, AZ 85501  
928.402.8507  
[tgoodman@gilacountyaz.gov](mailto:tgoodman@gilacountyaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Gila County  
Attn: Carrie Kittrell  
745 N Rose Mofford Way  
Globe, AZ 85501  
928.402.8521  
[ckittrell@gilacountyaz.gov](mailto:ckittrell@gilacountyaz.gov)

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

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**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**GILA COUNTY**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE CHRISTENSEN**  
Chairman of the Board

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**JAMES MENLOVE**  
Clerk of the Board

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
**JESSICA SCIBELLI**  
County Attorney's Office

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_

**STEVE BOSCHEN, PE**

Infrastructure Delivery and Operations Division

Division Director

By \_\_\_\_\_ Date \_\_\_\_\_

**BRENT A. CAIN, PE**

Transportation Systems Management and Operations Division

Division Director

A.G. Contract No. P0012024000328 (ADOT IGA 24-0009581-I), an Agreement between public agencies, the State of Arizona and Gila County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_

Assistant Attorney General

**EXHIBIT A****Cost Estimate****T0536 01D/03D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost:**

Federal-aid funds @ 94.3%	\$ 28,290
Local Agency's match @ 5.7%	1,710
	<hr/>
<b>Subtotal – PDA</b>	<b>\$ 30,000</b>

**Scoping/Design:**

Federal-aid funds @ 94.3%	\$ 84,502
Local Agency's match @ 5.7%	5,108
	<hr/>
<b>Subtotal – Scoping/Design</b>	<b>\$ 89,610</b>

**Construction:\***

Federal-aid funds @ 94.3%	\$ 467,077
Local Agency's match @ 5.7%	28,233
	<hr/>
<b>Subtotal – Construction</b>	<b>\$ 495,310</b>

<b>Estimated TOTAL Project Cost</b>	<b>\$ 614,920</b>
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<b>Total Estimated Local Agency Funds</b>	<b>\$ 35,051</b>
<b>Total Federal Funds</b>	<b>\$ 579,869</b>

\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



Multimodal Planning

Katie Hobbs, Governor  
Jennifer Toth, Director  
Greg Byres, Deputy Director for Transportation/State Engineer  
Paul Patane, MPD Director

December 4, 2023

Mr. Thomas Goodman  
Gila County  
1400 E. Ash Street  
Globe, AZ 85501

Re: **Transportation Alternatives Program Funding**  
Project Name: Golden Hill Road Sidewalk - Final Phase  
STIP #: 104259

Dear Mr. Goodman:

Congratulations! The Arizona State Transportation Board approved federal Transportation Alternatives (TA) funding for the above referenced project on November 17, 2023 as follows:

Source	Design Funding FY 2024	Source	Construction Funding FY 2025
Federal TA (94.3%)	\$112,792	Federal TA (94.3%)	\$467,077
Local Match (5.7%)	\$6,818	Local Match (5.7%)	\$28,233
Local (Over match/100%)	\$	Local (Over match/100%)	\$
Estimated Total	\$119,610	Estimated Total	\$495,310

Please note design and/or construction funds have been awarded from the Five Year Transportation Construction Facilities Program for the years indicated above and expire on June 30th of the applicable year. Neither the State Transportation Board nor ADOT guarantees funds will be available for projects that do not proceed in a timely manner. Projects requesting deferrals may be required to recompete in a future round.

The Project Sponsor is responsible for providing the required local match and any additional funding required for the project before work may begin. ADOT will administer the project to ensure all federal aid requirements are met.

Because we are on such a tight schedule for FY 2024, please note the following deadlines to ensure your project can authorize and begin work before the end of the fiscal year:

1. **Project Initiation** - Project Sponsors should expeditiously submit a project initiation packet to the ADOT Local Public Agency (LPA) Section to begin the Project Development Process. Here is a link to [ADOT Project Initiation](https://azdot.gov/business/programs-and-partnerships/local-public-agency/project-initiation) (<https://azdot.gov/business/programs-and-partnerships/local-public-agency/project-initiation>). Please submit your initiation request no later than December 31, 2023 to facilitate development and timely approval of the required Intergovernmental Agreement (IGA). For other questions on project initiation, contact Mark Henige at [mhenige@azdot.gov](mailto:mhenige@azdot.gov).
2. **Programming** - Please ensure that this project is programmed in the regional Transportation Improvement Program (TIP) for the correct funding amount and the correct FY, and that all funding sources and project phases are identified showing a fully funded project no later than January 31, 2024.
3. **IGA Approval** - Please note the State Transportation Board expects awarded projects to proceed in a timely manner. As a result, please work within your governing board (e.g. local or Tribal government) process to secure approval of the IGA no later than February 29, 2024.
4. **Local Funding** - Upon execution of the IGA, ADOT will invoice the Project Sponsor for the required local match and any additional local funds required. To ensure funding awarded for FY 2024 does not lapse, Project Sponsors should work with their financial departments to send the funds to ADOT, when invoiced by ADOT, no later than March 31, 2024.
5. **Federal Authorization** - Upon receipt of local funds, ADOT will secure federal authorization of the TA funds. Any projects not authorized by April 19, 2024 are at risk of losing FY 2024 funding and may have to reapply through a future TA competition.
6. **Work Starts** - Only after federal authorization can ADOT begin the process of scoping, selecting a design consultant, or bidding for construction, etc., as applicable.

Please note that this award notification does not give you authorization to begin work. Federal funding authorization will be requested by ADOT through the Development process. Any work performed prior to federal authorization is not eligible for reimbursement.

For other questions you have, please contact Elaine Mariolle, Transportation Alternatives Program Manager at [TAProgram@azdot.gov](mailto:TAProgram@azdot.gov).

Sincerely,

DocuSigned by:

  
Paul Patane

ADOT MPD Director

Cc: Central Arizona Governments (CAG)  
Kristine Ward, ADOT  
Clemenc Ligocki, ADOT

Elise Maza, ADOT  
Bret Anderson, ADOT  
Lisa Danko, ADOT  
Meagan Bell, ADOT  
Jason James, ADOT  
Mark Hoffman, ADOT  
Myrna Bondoc, ADOT  
Will Randolph, ADOT  
Don Sneed, ADOT  
Paula Brown, ADOT

**ARF-8628**

**Regular Agenda Item 2. O.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Carolyn Bartling, IT Director

Submitted By: Stephanie Chaidez, Contracts Administrator

Department: Finance

Fiscal Year: FY2024

Budgeted?: Yes

Contract Dates 03/01/2024 to

Grant?: No

Begin & End: 06/30/2024

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Approval of Contract No. CTR059886 with Frontier Technology LLC d/b/a MicroAge.

Background Information

The Information Technology (IT) Department, in an effort to keep the network equipment within Gila County up to date, has created a 7-year replacement plan to update switches.

The Arizona Department of Administration, State Procurement Office has a contract with Frontier Technology LLC d/b/a MicroAge. The County is able to utilize the terms of that contract to enter into a contract with Frontier Technology LLC d/b/a MicroAge.

Evaluation

The replacement of network switches helps keep equipment updated, improves the performance of increasing network traffic, supports the security requirements needed, and helps to keep the County network infrastructure current and secure.

Conclusion

The IT Department requests that the Board of Supervisors approve Contract Agreement No. CTR059886 with Frontier Technology LLC d/b/a MicroAge for the purchase of 7 Cisco Meraki 48-port switches and 7 Cisco Meraki 24-port switches as part of the 7-year replacement plan.



### Recommendation

The IT Department recommends that the Board of Supervisors approve the Arizona State Contract No. CTR059886 with Frontier Technology LLC d/b/a MicroAge in the amount of \$57,899.18 for 7 Cisco Meraki 48-port switches and 7 Cisco Meraki 24-port switches that need to be replaced during FY24.

### Suggested Motion

Information/Discussion/Action to approve Contract Agreement No. CTR059886 with Frontier Technology LLC d/b/a MicroAge in the amount of \$57,899.18 for the purchase of 7 Cisco Meraki 48-port switches and 7 Cisco Meraki 24-port switches as part of the IT Department's 7-year replacement plan. **(Carrie Bartling)**

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### Attachments

Contract Agreement No. CTR059886

MicroAge Proposal

State of Arizona Contract No. CTR059886

Amendment No. 8 to State of AZ Contract No. CTR059886

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**CONTRACT AGREEMENT NO. CTR059886**

Contract Name: Switch Replacement FY24

Contract No.: State of Arizona Contract No.  
CTR059886

**THIS CONTRACT AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Frontier Technology LLC dba MicroAge, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Purchase and replace switches in the County as part of our 7-year replacement plan. Purchase 7 Cisco Meraki 48-port switches and 7 Cisco Meraki 24-port switches.

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

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

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

**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: 06-30-2024

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$57,899.18

**Contract Information**

Firm Name: Frontier Technology LLC dba  
MicroAge

Contact Person: Martha Banister

Address: 15210 S. 50<sup>th</sup> Street, Suite 180

Phone No: 480-366-2127

City: Phoenix State: AZ 85044 Fax: \_\_\_\_\_ Email: Martha.banister@microage.com

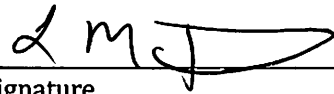
**IN WITNESS WHEREOF**, Contract Agreement No. CTR059886 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**GILA COUNTY BOARD OF SUPERVISORS**

**Frontier Technology LLC dba MicroAge**

\_\_\_\_\_  
Stephen Christensen, Chairman, Board of  
Supervisors

  
\_\_\_\_\_  
Signature

**Larry M Fulop – Sr Vice President**  
\_\_\_\_\_  
Print Name and Title

**ATTEST**

\_\_\_\_\_  
James Menlove, Clerk of the Board

**APPROVED AS TO FORM**

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



**MicroAge**  
15210 S. 50th Street, Suite 180  
Phoenix, Arizona 85044  
United States  
<https://www.microage.com>  
(P) 800-544-8877

## Quotation (Open)

### Date

Oct 30, 2023 04:47 PM MDT

### Modified Date

Feb 01, 2024 01:41 PM MST

### Quote #

1637510 - rev 1 of 1

### Description

Cisco Meraki MS225 48FP and 24P port Switches

### SalesRep

Banister, Martha  
(P) 480-366-2127

### Customer Contact

Bartling, Carrie  
(P) (928) 402-8779  
[cbartling@gilacountyaz.gov](mailto:cbartling@gilacountyaz.gov)

### Customer

Gila County  
Bartling, Carrie  
1400 E Ash St  
Globe, AZ 85501  
United States  
(P) (928) 402-8779

### Bill To

Gila County  
Payable, Accounts  
1400 E Ash St  
Globe, AZ 85501  
United States  
(P) (928) 402-8779

### Ship To

Gila County  
IT DEPT, Dave Rogers  
745 Rose Mofford Way  
Globe, AZ 85501  
United States  
(P) (928) 402-8779  
[drogers@gilacountyaz.gov](mailto:drogers@gilacountyaz.gov)

<b>Customer PO:</b>	<b>Terms:</b> Purchase Order (Net 30 Days)	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
1	CISCO MERAKI MS225-48FP L2 STCK CLD-MNGD 48X GBE 740W POE SW	MS225-48FP-HW	7	\$4,077.74	\$28,544.18
2	CISCO MERAKI MS225-48FP ENTERPRISE LICS 3YR FIRST YR ON US	LIC-MS225-48FP-3YR	7	\$591.42	\$4,139.94
3	CISCO MERAKI MS225-24P L2 STCK CLD-MNGD 24X GBE 370W POE SWITCH	MS225-24P-HW	7	\$2,554.46	\$17,881.22
4	CISCO MERAKI MS225-24P ENTERPRISE LICS 3YR FIRST YR ON US	LIC-MS225-24P-3YR	7	\$368.38	\$2,578.66

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

See MicroAge Sales Terms and Conditions at  
<https://www.microage.com/salesterms>

<b>Subtotal:</b>	<b>\$53,144.00</b>
Tax (8.6000%):	\$4,570.38
Shipping:	\$184.80
Misc:	\$0.00
<b>Total:</b>	<b>\$57,899.18</b>

## **Cover Sheet**

**Contract No.:** CTR059886

**Supplier Name:** Custom Storage Inc.

**Solicitation No.:** BPM003793

**Statewide Procurement Manager:**

Michael Hillebrand  
Statewide Procurement Manager  
State Procurement Office  
Arizona Department of Administration  
100 North 15th Avenue, Suite 402  
Phoenix, AZ 85007  
[Michael.Hillebrand@azdoa.gov](mailto:Michael.Hillebrand@azdoa.gov)  
Office: 602-542-4229

**Contents:**

- Executed Offer and Acceptance Form
- Scope, Pricing and Terms and Conditions
- Conformance Statements



**Attachment 1: Offer and Acceptance Form**  
**Solicitation No. BPM003793**  
**Network and Telephone Equipment and Services**

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

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

<b>Initial Offer:</b>	10/26/2021			
	Date	Signature		
<b>Revised Offers:</b>				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
<b>Best and Final Offer:</b>	2/22/2022			
	Date	Signature		

Custom Storage Inc dba cStor

Offeror company name

7975 N Hayden Rd Ste A105

Address

Scottsdale, AZ 85258

City | State | ZIP

30-0111072

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Larry Gentry, President & CEO

Printed name and title

Tracy Skaramagos Office Manager

Contact name and title

[tracy.skaramagos@cstor.com](mailto:tracy.skaramagos@cstor.com)

480-760-2142

Contact Email Address

Contact phone number

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

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by 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: CTR059886

Contract Effective Date: 4/19/2022

4/8/2022

Procurement Officer Signature


Award Date

Michael Hillebrand Statewide Procurement Manager

Procurement Officer Name

Title



	<p style="text-align: center;"> <b>Request for Proposal</b>  <b>Solicitation No. BPM003793</b>  <b>Network and Telephony Equipment and Related Services</b> </p>	<p>           Arizona Department of Administration            State Procurement Office            100 N 15th Avenue            Phoenix, AZ 85007         </p>
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	<b>Request for Proposal</b> <b>Solicitation No. BPM003793</b> <b>Network and Telephony Equipment and Related Services</b>	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007
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## Solicitation Summary

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### 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 provide network and telephony equipment and related services.

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’s in the Solicitation

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM003793 Solicitation Requirements

2.1.1.1. Notice / Cover Page

2.1.1.2. Table of Contents

2.1.1.3. Scope of Work

2.1.1.4. Special Terms and Conditions


2.1.1.5. Uniform Terms and Conditions

2.1.2. Attachment: BPM003793 Solicitation Instructions


2.1.2.1. Special Instructions to Offerors

2.1.2.2. Uniform Instructions to Offerors

2.1.3. Solicitation Attachments:

	<p style="text-align: center;"><b>Request for Proposal</b>  <b>Solicitation No. BPM003793</b>  <b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration  State Procurement Office  100 N 15th Avenue  Phoenix, AZ 85007</p>
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- 2.1.3.1. Attachment 1 – BPM003793 Offer and Acceptance Form
  - 2.1.3.2. Attachment 2 – BPM003793 Boycott of Israel Disclosure
  - 2.1.3.3. Attachment 3 – BPM003793 Confidential Information
  - 2.1.3.4. Attachment 4 – BPM003793 Conformance Statements and Supplements
  - 2.1.3.5. Attachment 5 – BPM003793 Key Personnel
  - 2.1.3.6. Attachment 6 – BPM003793 Letter of Insurability
  - 2.1.3.7. Attachment 7 – BPM003793 Organizational Profile
  - 2.1.3.8. Attachment 8 – BPM003793 Proposed Contractors
  - 2.1.3.9. Attachment 9 – BPM003793 Offeror Questionnaire
  - 2.1.3.10. Attachment 10 – BPM003793 Experience References
  - 2.1.3.11. Attachment 12 – BPM003793 Manufacturer Authorization Letters
- 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.

	<p style="text-align: center;"><b>Request for Proposal</b></p> <p style="text-align: center;"><b>Solicitation No. BPM003793</b></p> <p style="text-align: center;"><b>Network and Telephony Equipment and Related Services</b></p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007</p>
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## Scope of Work

### 1. Purpose and Background

The State of Arizona, its Agencies, Boards and Commissions (State), as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various network and telephony products and related services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.


The objective is to contract with a variety of network equipment, telephony equipment, and network security related equipment vendors to provide a full range of equipment, maintenance, training and services. Currently, the State of Arizona has seven (7) statewide Network Equipment and Services contracts which provide a variety of Data, Voice, and Multimedia Network-based, Network-embedded Products and Services to include all converged and traditional-separate voice, data, and video network products and services. Equipment is primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints, rather than product-specific technology requirements, allowing for some flexibility to accommodate open-standards-based products, new technologies, and next generation networks.

### 2. Scope of Work

The Scope for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract includes all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints.

2.1 This Scope **does allow** for Data, Voice, and Multimedia Network based Network-embedded Products and Services including:

- 2.1.1 All labor, materials, transportation, equipment and other activities for, and reasonably incidental to: installation, integration, implementation, engineering analysis, design and configuration, of the manufacturer's product or service.
- 2.1.2 Software and/or hardware maintenance and support of the manufacturer's product or service; and
- 2.1.3 Ancillary services in conjunction with the implementation, or installation of a manufacturer's product.
- 2.1.4 Networking products and services, such as routers, gateways, switches, modems, CSU/DSU, access devices, concentrators, network-embedded security solutions, caching and content management devices;
  - 2.1.4.1 Network firewalls, filtering software and security solutions
  - 2.1.4.2 Network Management Products such as management, monitoring, testing, analyzing, and traffic simulating equipment;

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2.1.5 Wireless Products for applications such as:

2.1.5.1 IEEE802.11X (Wireless Local Area Network - WLAN);

2.1.5.2 IEEE 802.15 (Wireless Personal Area Network – WPAN);

2.1.5.3 IEEE 802.16 (Wireless Metropolitan Area Network – WMAN); and,

2.1.5.4 Fixed Wireless Equipment and related services, such as, access points, transfer points, and controllers

2.1.6 Telephony to include:

2.1.6.1 Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call account, and the associated end-user telephone devices (other than two-way radios)

2.1.6.2 Telephony management, monitoring, testing, analyzing, and traffic-simulating equipment

2.1.7 Cloud Services integration specifically used in conjunction with the hardware equipment and software purchased and utilized within the scope of this contract.

2.1.8 Managed Services specifically used in conjunction with the hardware equipment and software purchased and utilized within the scope of this contract.

2.1.9 Services used in conjunction with the design, analysis, configuration, implementation, installation, training, maintenance, and support of Data, Voice, and Multimedia Network-based, Network- embedded products and services.

2.1.10 State Agencies, boards and commissions must receive approval from ASET-EIC prior to any purchases under Items 2.1.5 and 2.1.6 of the Scope of Work.


2.1.11 Training:

2.1.11.1 Initial Training on specific equipment that has been purchased.

2.1.11.2 “As needed” Training on specific equipment that has been purchased (e.g. New Hires, etc.).

2.1.11.3 Annual Training for up to fifty (50) participants.

2.2 This Scope requires that the Contractor shall:

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2.2.1 Provide a Maintenance Program. Contractor shall have a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.

2.2.2 Provide Technical Support:

2.2.2.1 On-Line Support: Provide and maintain a toll-free technical support telephone line, website, or other communication mechanism(s) for the purpose of providing competent technical assistance to Customers who contact the Contractor regarding the operation of Products supplied by the Contractor. Support shall be accessible to all customers who wish to obtain competent technical support.

2.2.2.2 On-Site Support: If requested by the Customer, the Contractor shall also provide on-site installation and troubleshooting and assistance services. These services shall be in addition to the Maintenance Program provided under 2.2.1 above.

2.3 This Scope **does not allow**:

2.3.1 The single purchase of products and services primarily designed to store or process (compute) data, such as midrange or mainframe computer systems, or consumer electronic hardware, component parts and accessories;

2.3.2 Video and Audio conferencing equipment and products; such as:

2.3.2.1 Audio and visual presentation and composing equipment;

2.3.2.2 Cameras;

2.3.2.3 Monitors;

2.3.2.4 VCRs; and


2.3.2.5 Consumer electronics.

2.3.3 Building Wiring Systems (BWS) and structured cabling systems;

2.3.4 Personal Computer Hardware (which includes desktops, laptops and tablets), PC Software and related Services including desktop PC-based firewall and virtual private network (VPN) client-only products and services;

2.3.5 Fixed Wireless Systems and Related Services such as point-to-point and multi-point radios, cabling antennas, towers, power, frequency coordination, licensing, designed to receive/transmit data;

2.3.6 General purpose UNIX Workstations & Servers;

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- 2.3.7 Disaster Recovery Services;
- 2.3.8 Value-Added Software not specifically designed to support and secure the transport of data (as defined above);
- 2.3.9 Radio related Products and Services, including Public Safety communication Equipment, 2-way radios, 900MHz Digital Radio Systems, and Digital Microwave Radio Equipment;
- 2.3.10 Disk Data Storage Hardware, including Network Attached Storage and Storage Area Network;
- 2.3.11 Carrier Services, both regulated and unregulated; and,
- 2.3.12 General Information Technology Research & Advisory Service and IT Consultant.

## 2.4 Pricing

For the purpose of complying with this requirement, “list price” means: *The price of an article as shown in a list issued by the manufacturer or by the general body of manufacturers of the particular class of goods* (Merriam-Webster).

- 2.4.1 Minimum Percent Reduction (Discount) of Price off the List Price. The Contractor shall make available a complete product line at a specified percentage reduction (discount) off the list price.

Example: \$100.00 List Price minus 60% = \$40.00 Reduced (Discounted) Price.

- 2.4.2 Minimum Maintenance Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for maintenance for a product line.

- 2.4.3 Minimum Service Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for services for a product line.

- 2.4.3.1 Any services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections: Urban and Rural.


- 2.4.3.2 The Contractor may establish a single price for “Rural” areas. All cities specified as “Rural” shall encompass the legal jurisdictional boundaries of the city.

- 2.4.3.3 The Contractor may establish a single price for “Urban” areas.

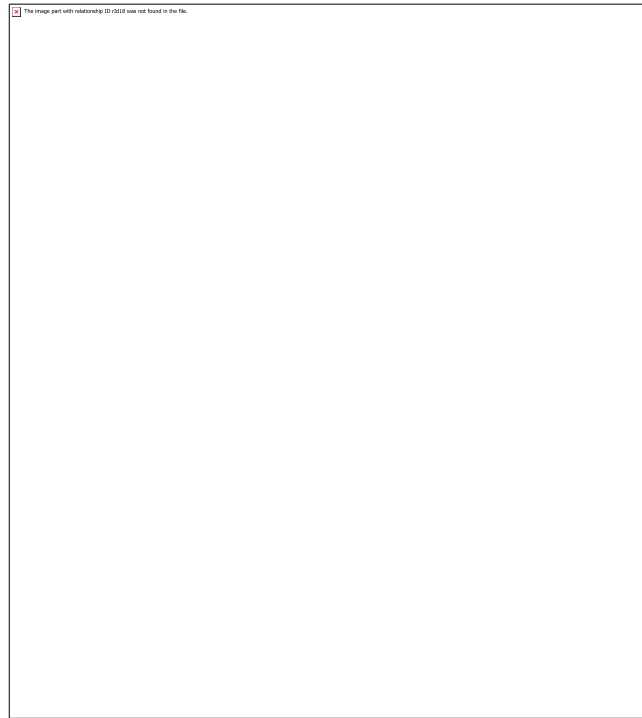
The four areas designated as “Urban” are:

- A. Flagstaff within a 20 mile radius from City Center




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- B. Phoenix within a 30 mile radius from City Center
- C. Tucson within a 30 mile radius from City Center
- D. Yuma within a 20 mile radius from City Center



- 2.4.4 The Contractor may offer promotional or volume discounts below the specified percentage discount off the list price stated in the Contract at any time during the life of the Contract.
- 2.4.5 Most-Favored Customer Pricing. Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.
- 2.4.6 Price Proposal and Level Discounts
  - 2.4.6.1 Offerors must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, **by type, category and Manufacturer** of products and services. The response to this specification must be in the form of a percentage discount off a published or base

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line price listing.

2.4.6.2 Offerors must describe the base line pricing and provide information where the baseline pricing may be accessed and verified.

2.4.6.3 Offerors shall provide additional volume based pricing for consideration. The Evaluation Committee will be evaluating both per transaction and cumulative volume discounts that may be achieved as well as programs that allow for deeper discounts for proposed standardized configurations.

2.4.6.4 Per Transaction Multiple Unit Discount - Offeror's should propose a discount on each item purchased from the current Published Price List. This discount should extend through all like items or categories and should correlate with those discounts input into the Arizona Procurement Portal (APP), where you are pricing out equipment

2.4.6.5 Cumulative Discount - Offeror's should propose a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume purchased. For example, Offeror's may propose an increase in price discounts from the baseline pricing for cumulative volumes greater than "X" million dollars.


#### 2.4.7 Equipment Category Definitions

2.4.7.1 Routing Devices - Network devices capable of: 1. Interfacing with both traditional and modern carrier services offerings; 2. Layer 3 packet inspection and decision making; and, 3. Compliant with applicable regulatory and industry.

2.4.7.2 Switching Devices based on Layer 2 forwarding (Switches) - Network devices capable of: 1. May interface with traditional and modern carrier service; offerings; 2. IT environments include: LAN/MAN/WAN Optical, Storage Networking, Ethernet, Wireless, and other environments where information must be transmitted between attached devices; 3. Physical layer (Non Disruptive) switches for patching, testing, and, monitoring purposes; 4. Ethernet Switches with the abilities to make decisions and manipulate data at Layers 3 or higher, including: Load Balancing, Bandwidth Optimization, Health and Alert Monitoring, & Security Features; and, 5. Technologies employed include but not limited to: Ethernet, SONET, WDM, and ATM.

2.4.7.3 Wireless Ethernet - Typically layer 2 and/or Layer 3 devices capable of wireless transmission and reception of data packets: 1. Access Points capable of providing local device accessibility; 2. Point-to-point or Bridged; 3. Meshed configuration; and, 4. Licensed or unlicensed spectrum use.

2.4.7.4 Security Equipment and Solutions - May include devices operating at any layer in the OSI model. 1. Packet inspection/rule enforcement (ACL, Firewall, IDS, DDOS, etc.); 2. Real time interpretation and response (Application Firewalls, IPS, etc.); 3. Content

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Filtering and/or Rate Limiting; 4. RAS solutions (VPN, SSL acceleration, etc.); and, 5. Centralized monitoring, trend analysis, health and alerting systems.

2.4.7.5 Monitoring and Management Solutions - May include software or appliances operating at any layer in the OSI model: 1. Solutions should accomplish the centralization and interpretation of data acquired from networked devices; 2. Solutions should be developed around commonly accepted methodologies and should make use of the newest versions of SNMP and/or TLS; 3. Solutions must enhance security, manageability, and accountability; 4. Solutions interface should be an intuitive GUI, with possible built in CLI and manual configuration abilities; and, 5. Reporting and analysis tool must include canned reports for regulatory compliance with HIPAA, etc.

2.4.7.6 Other Network Centric solutions - Will include many of the required network elements not listed above. 1. DNS, NAT/PAT, DHCP, and other IP Address management solutions; 2. Mobility and session persistence solutions; 3. Authentication.

2.4.7.7 Telephony - Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call accounting, and the associated end-user telephone devices.

2.4.7.8 Multi-Function Solutions - Industry movement indicates that multi-function networking appliances are becoming the way of the future. List and describe any product lines that are merging into multi- function platforms. This may include technology areas that are not covered in areas 1 to 7 above. Each such product should be listed with a note including the areas that are included and a short description of any other technological advantages gained through the aggregation of these technologies. (i.e. Blade server chassis may house a built in Ethernet switch – Routers may be capable of Firewall, IDS, and other abilities – Network storage may include an Ethernet and/or a fiber channel switch – etc.).

2.4.7.9 Maintenance Program - Contractor shall have a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.


2.4.7.10 Training - Initial Training on specific equipment that has been purchased.

2.4.7.11 Training - "As Needed" Training on specific equipment that has been purchased (e.g. New Hires).


2.4.7.12 Training - Annual Training for up to fifty (50) participants.

## 2.5 Online Catalog

The Contractor shall make available an online catalog:

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- 2.5.1 Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract.
- 2.5.2 Shall not include any items that are specifically excluded from this Contract.
- 2.5.3 The website shall include:
  - 2.5.3.1 Product information/catalog which reflects most recent Arizona approved price catalog;
  - 2.5.3.2 Primary contact information: Name(s), phone number(s), Email address (es); and,
  - 2.5.3.3 Quote and ordering information.
- 2.5.4 Website shall be available 24 x 7, except for scheduled maintenance.
- 2.5.5 No costs or expenses associated with providing this information shall be charged to the Users.
- 2.5.6 Universal Resource Locator (URL) for the website must be supplied to the Procurement Officer within thirty (30) days of an award

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## Pricing Document

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### 1. Compensation method

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

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

### 2. Pricing


2.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachments titled Pricing, 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

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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.

2.3.1. Initial Contract prices will be honored for one year after award of Contract.

2.3.2. ANNUAL ADJUSTMENT: No earlier than 60 (thirty) days before and no later than each anniversary of the effective date during the term of the Contract, either Contractor or State may request an adjustment to the contracted labor rates and reimbursable costs rates.

2.3.2.1. Each shall respond within 21 (twenty-one) days of the request.

2.3.2.2. Any rates so adjusted will be:

2.3.2.2.1. (a) valid until the next anniversary;

2.3.2.2.2. only apply to portions of the Work not yet carried out as of that date (i.e., they do not apply retroactively); and

2.3.2.2.3. not reflected in Contractor's invoices until State provides its formal acceptance by issuing a Contract Amendment.

2.3.3. PROMOTIONAL PRICING: Contractor may offer state-wide promotional discounts. If a promotion has been established, it shall run for a minimum of 30 calendar days and be submitted to the State in writing and include the following:


2.3.3.1. Documentation showing published cost reduction; and

2.3.3.2. Beginning and end dates of the promotion.

2.3.4. Contractor may offer volume discounts that are purchased over a fixed term period. If offered, the Contractor discounts shall be submitted to the State and clearly describe and include the following:

2.3.4.1. Documentation showing volume discount thresholds indicating additional savings or reductions in discounts offered;

2.3.4.2. Beginning and end dates of the volume discount.

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2.3.5. 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:


- Bill-to name and address
- Contractor name and contact information
- Remit-to address



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- Invoice number and date
- State contract number
- Order number (APP PO number)
- Date the services performed
- Applicable payment terms
- Material or Service description (Itemized)
- Quantity delivered or performed
- Line item unit of measure
- Item price
- Extended pricing
- Taxes (as a separate invoice line item)
- Mailing fees (if applicable)
- 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.

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- 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;
  - 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 OVER-PAYMENT. If applicable, Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 5.4. PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 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 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

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receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:


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

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## Special Terms and Conditions

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

1. 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 A.R.S.; A.A.C.: "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
  - 1.4. Arizona TPT Arizona Transaction Privilege Tax: 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


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“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.
- 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. 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. 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.
- 1.13. 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](https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf)

1.17. State. 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



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only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.2. 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

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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 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 twelve (12) months 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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 State Procurement Office  
 100 N 15th Avenue  
 Phoenix, AZ 85007

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

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

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performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

- 3.6.3. **AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 3.7. **Contractor Licenses** Contractor shall maintain current 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 Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are 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 re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.
- 3.9. **Ownership of Intellectual Property**
- 3.9.1. **RIGHTS IN WORK PRODUCT.** 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.
- 3.9.2. "Government Purpose Rights" are:
- 3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display,

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sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

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

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

3.9.4. **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:


3.9.4.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.4.2. any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

3.9.4.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor’s or its affiliates’ ownership of such pre-existing materials.

3.9.5. **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

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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.


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

### 3.12. Orders

3.12.1. 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.

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

3.12.3. **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.

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


3.12.5. **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.

3.12.6. **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.

3.13. 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.



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- 3.13.1. 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>

- 3.13.2. 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).


- 3.13.3. 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:

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

- 3.13.4. 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>

- 3.13.5. 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

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under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in 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.


3.13.6. 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.

3.14. 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 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:

3.14.1. 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.

3.14.2. 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.

3.14.3. 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.

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3.14.4. 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.

3.15. 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.


#### 3.16. Work on State Premises

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

3.16.2. 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

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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 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

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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, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

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warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

### 6.3 Network Security (Cyber) and Privacy Liability Insurance

Network Security and Privacy Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, I.D. theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.).

Network Security and Privacy Liability insurance is sometimes packaged with Technology Errors and Omissions (Tech E&O) insurance, depending on the carrier or can be obtained as stand-alone coverage. Network Security and Privacy Liability insurance can also include first-party coverage (no third party claim required) for emergency response in the event of a network or privacy breach such as costs to notify individuals whose data may have been compromised through registered mail. Also part of emergency response costs are call center services as an intake for individuals to contact to trigger credit-monitoring services. Nevertheless, Network Security and Privacy policies can contain similar insuring agreements to Tech E & O.


The typical exposures to the State are:

- Outsourced IT director:
  - Theft of sensitive or valuable information
  - Outage and resultant business interruption
  - Data loss and associated recovery costs
- Offsite data backup or other hosted solutions:
  - Loss of company or client data that could trigger breach requirements, reputation damage, or result in fines/penalties
- E-mail provider:
  - Outage could cause a loss of revenue by decreasing productivity or provider could be responsible for a loss of data

The requirements listed below are the minimum and should in no way preclude you from requiring higher limits depending on the potential exposure to the State. Please contact State Risk Management for guidance.

### 6.4 Indemnification Clause



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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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. 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.

## 6.5 Insurance Requirements

- 6.5.1 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.
- 6.5.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that 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.



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6.5.3 Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

6.5.3.1 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 \$2,000,000
- 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.

6.5.3.2 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, 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.

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- 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.

**6.5.3.3 Workers' Compensation and Employers' Liability**

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


- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to 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).

**6.5.3.4 Network Security (Cyber) and Privacy Liability**

- |                    |             |
|--------------------|-------------|
| • Each Claim       | \$2,000,000 |
| • Annual 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 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

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(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.

#### 6.5.3.5 Technology Errors & Omissions Insurance

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

- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. In the event that the Tech E&O 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.

#### 6.5.4 Additional Insurance Requirements

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

6.5.4.1 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).

6.5.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5.5      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) 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).

6.5.6      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.

6.5.7      Verification of Coverage

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

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6.5.7.1 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.

6.5.7.2 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.

6.5.7.3 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.

**6.5.8 Subcontractors**

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


**6.5.9 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.

**6.5.10 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.

**6.6 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

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Indemnities 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:

- 6.6.1 State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
  - 6.6.2 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;
  - 6.6.3 State may elect to participate in such action at its own expense; and
  - 6.6.4 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.
- 6.7 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 Indemnities 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:
- 6.7.1 State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
  - 6.7.2 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;
  - 6.7.3 State may elect to participate in such action at its own expense; and
  - 6.7.4 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.

## 6.8 Force Majeure

- 6.8.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is

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6.8.1.1 beyond the control of the affected party,

6.8.1.2 occurred without the party's fault or negligence, and


6.8.1.3 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.

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

6.8.3 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.

6.8.4 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



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

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

## 7 Warranties

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


7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 Performance in Public Health Emergency Contractor warrants that it will:

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7.8.1 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:

7.8.1.1 identification of response personnel by name;

7.8.1.2 key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.8.1.3 alternative avenues to keep sufficient product on hand or in the supply chain; and


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

## 7.9 Lobbying

7.9.1 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.

7.9.2 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.

7.10 Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

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## 8 State's Contractual Remedies

No modifications to this section of the Uniform Terms and Conditions.

## 9 Contract Termination

No modifications to this section of the Uniform Terms and Conditions.

## 10 Contract Claims

10.3 Claim Resolution. Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. §12-1518.

10.4 Mandatory Arbitration. In compliance with A.R.S. §12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.


## 11 General Provisions for Materials

11.3 Applicability. Article 11 applies to the extent the Work is or includes Materials.

11.4 Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.5 Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.

11.6 Indicate Shipping Costs on Order. Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order

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price, and if not included, how much is to be added and why that amount is the correct or appropriate one)


- 11.7 Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
- 11.8 Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
- 11.9 Additional Products. State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

#### 11.9.1 Addition of New Manufacturers.

11.9.1.1 During the life on an awarded Contract, a new Manufacturer may be added at the States discretion to provide a new product line if:


11.9.1.1.1 The Contractor provides documentation that they are providing their Most-Favored Customer Pricing (highest discount off list);

11.9.1.1.2 Resellers providing the product line shall provide to the Procurement Officer proof of authorization

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from the Manufacturer that they are authorized to provide the product line.

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

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11.13.2 **LIABILITY.** Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is Delivered Duty Paid (DDP) (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under [FAR 52.247-35](#).

11.13.3 **PAYMENT.** Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.14 **Delivery Time.** Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.

11.15 **Delivery Locations.** Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

11.15.1 if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

11.15.2 if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;

11.15.3 if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and


11.15.4 if the Contract is for unrestricted statewide use, then:

11.15.4.1 Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

11.15.4.2 if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,


11.15.4.3 if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.



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- 11.16 Conditions at Delivery Location. Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 11.17 Materials Acceptance. State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.
- 11.18 Correcting Defects. Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials
- 11.18.1 Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.



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11.18.2 If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18.3 Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

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


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

11.20.1 pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day.

11.20.2 reimburse Contractor for:

11.20.2.1 its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;

11.20.2.2 the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

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11.20.2.3 Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice. By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

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


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

## 12 General Provisions for Services

12.3 Applicability. Article 12 applies to the extent the Work is or includes Services.


12.4 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.

12.5 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


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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.

- 12.6 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.
- 12.7 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.
- 12.8 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 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.

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- 12.9 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.
- 12.10 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.
- 12.11 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.
- 12.12 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.
- 12.12.1 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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12.12.2 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.

12.12.3 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

### 13 Data and Information Handling


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

13.4 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:

13.4.1 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

13.4.2 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.

13.5 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

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that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

13.5.1 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

13.5.2 “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://dpcl.d.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-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)


13.6 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:

13.6.1 is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by 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;

13.6.2 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

13.6.3 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.



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

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

#### 14 Information Technology Work

14.3 **Applicability** Article 14 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.

14.4 **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


#### 14.5 Information Access

14.5.1 **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.

14.5.2 **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.

14.5.3 **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



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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.

#### 14.6 Pass-Through Indemnity

14.6.1 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.


14.6.2 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:

14.6.3 State reserves the right to elect to participate in the action at its own expense;

14.6.4 State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

14.6.5 State shall in any case cooperate in the defense and any related settlement negotiations.

14.7 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.

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#### 14.8 Redress of Infringement

14.8.1 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:


- 14.8.1.1 replace any infringing items with non-infringing ones;
- 14.8.1.2 obtain for State the right to continue using the infringing items; or
- 14.8.1.3 modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

14.8.2 CANCELLATION OPTION. In every case under 14.6.1, 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:

- 14.8.2.1 for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- 14.8.2.2 for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- 14.8.2.3 for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.8.3 EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- 14.8.3.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- 14.8.3.2 operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

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14.8.3.3 combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

#### 14.9 First Party Liability Limitation

14.9.1 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.

14.9.2 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:

14.9.2.1 Indemnified Claim against which Contractor has indemnified State Indemniteses under paragraph 6.3;


14.9.2.2 claim against which Contractor has indemnified State Indemniteses under paragraph 6.4; or

14.9.2.3 provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.9.3 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 14.9.1 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.

14.9.4 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.

#### 14.10 Information Technology Warranty

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14.10.1 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:

14.10.1.1 modified or altered by anyone not authorized by Contractor to do so;

14.10.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or

14.10.1.3 operated in a manner not within its intended use or environment.

14.10.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:


14.10.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

14.10.2.2 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

14.10.2.3 it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.10.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.11 Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.10 includes, at State's discretion, re-performance, 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 14.7. If none of the foregoing options can reasonably be effected, or if the use

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of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.12 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.

14.13 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.

14.13.1 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.


14.13.2 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.

14.13.3 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).

14.13.4 Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

14.14 SECURITY STANDARDS. Security of the State's WAN and LANs are of utmost importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with:

All requirements, in their entirety, as described in the statewide enterprise architecture, and statewide Information Technology security policies, standards and procedures:

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<https://aset.az.gov/resources/policies-standards-and-procedures.>

In some instances, Contractor personnel will only be allowed inside of a State facility if accompanied by a State escort. This is applicable in the Correctional facilities, Public Safety facilities, State Lottery, or other facilities as designated by the State.


- 14.15 **SECURITY FRAMEWORK.** The State of Arizona and its contractors are mandated to develop and implement a Cyber Security Framework (CSF) in accordance with National Institute of Standards and Technology (NIST) guidance. To ensure State and contractors meet these mandates, all contractors responding to State solicitations will be evaluated based on NIST Special Publication (SP) 800-53 Rev. 4 Security and Privacy Controls. Contractor understands and agrees no other forms of Security Frameworks, Trust Documents, Self-Attestations, to include; ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance are recognized nor accepted by State. NIST SP 800-53 Rev. 4 guidelines can be located at: <https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final>

Contractor shall comply with all applicable security requirements including but not limited to:

- State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. 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.
- Contractor will submit copy of system logs from Contractor's environment to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to;

1. Federal Information Security Management Act of 2002 (FISMA)
2. Federal Information Security Modernization Act of 2014 (FISMA)
3. OMB Circular A-130
4. Health Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH)


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5. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075)
6. A.R.S. 18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency
7. A.R.S. 18-105 - Statewide information security and privacy office (SISPO)
8. A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions
9. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats
10. State of Arizona statewide policies, standards and practices
11. SIPC Memorandum of Understanding (MOU)
12. State Environmental policies
13. Family Education Rights Privacy Act (FERPA)
14. Driver's Privacy Protection Act (DPPA)
15. Incident Response Reporting program and system
16. Privacy Incident Reporting policy and standards
17. AZNET/SISPO escalation MOU and notification workflow/templates
18. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules  
<http://www.lib.az.us/records/documents/pdf/State%20-%20management.pdf>
19. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements – See:  
[https://www.pcisecuritystandards.org/security\\_standards/documents.php?document=pci\\_dss\\_v2-0#pci\\_dss\\_v2-0](https://www.pcisecuritystandards.org/security_standards/documents.php?document=pci_dss_v2-0#pci_dss_v2-0)

- 14.16 ARIZONA RISK AND AUTHORIZATION MANAGEMENT PROGRAM (AZRamp) PROCESS SUMMARY. The State of Arizona has established a National Institute of Standards and Technology NIST SP 800-53 revision 4 based process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. These entities or vendors can include one or more of the following: Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS) and others storing, processing and/or transmitting State data in environments outside control of the State.

The first step in the AZRamp process is to determine what level of assessment to administer. The State performs this determination by conducting a risk assessment utilizing Arizona's Statewide Information Security Data Classification [Policy 8110](#) in conjunction with an industry accepted Confidentiality, Integrity, Availability (CIA) model. After the risk assessment is performed, one of the three levels below is then assigned to the vendor solution.



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AZRamp requires one (or more) of the following assessment levels:

- [AZ Mandatory Control Baseline - Level 1: ~ 35 Controls](#)
  - For RFP and other processes to pre-assess multiple vendors
  - For data only requiring Availability
  - For non-SaaS, PaaS, and IaaS vendors or service providers storing, processing, or transmitting State of Arizona confidential data.
- [NIST Low Impact Control Baseline - Level 2: ~125 Controls](#)
  - For Data Classification Category: Public
  - For data requiring Integrity and Availability
- [NIST Moderate Impact Control Baseline - Level 3: ~325 Controls](#)
  - For Data Classification Category: Confidential
  - For data requiring Confidentiality, Integrity and Availability

The vendor will be provided with a spreadsheet to complete and return to the State for review and approval. All SaaS, PaaS, and IaaS vendors, and other vendors handling confidential data, must complete and return the required control spreadsheet above unless one of the following conditions are met:

- If a vendor has been issued a Federal Risk and Authorization Management Program (FedRAMP) Authorization with an impact level equivalent to the AZRamp requirement above (Low or Moderate), they will need to submit their FedRAMP System Security Plan (SSP) to ASET Assurance for review. This FedRAMP SSP review is in lieu of the requirement to complete the AZRamp spreadsheet.
- If a vendor will be storing, processing, or transmitting State of Arizona data through an already approved AZRamp IaaS/PaaS (Amazon Web Services, Microsoft Azure, Google Cloud Platform, etc.), ASET Assurance requires a letter from the approved IaaS/PaaS stating vendor is a customer AND a letter from the vendor stating all State of Arizona data will be stored, processed and transmitted only in the vendor's approved IaaS/PaaS environment.

For this RFP, an AZRAMP assessment will not be required for a contract award. If after contract award the Contractor or any of its Subcontractors will be meeting the criteria set forth above, then an AZRAMP assessment must be completed before any relevant work can begin. The same will apply for any 3<sup>rd</sup> party product/service being sold under the Contract. If a PO has been issued and AZRAMP is required but is not successfully completed then the order shall be terminated for default.


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## Uniform Terms and Conditions

### 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.

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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

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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

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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

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- 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


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- 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



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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

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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

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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


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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

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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.



## Attachment 4: Conformance Statements and Supplements

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Network and Telephony Equipment and Services

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

If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

### CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- ☒ YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.
- ☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

### CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- ☒ YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

### CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

- ☒ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.





**Attachment Supplement: Exceptions**  
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**Network and Telephony Equipment and Services**

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State Procurement Office  
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**Exceptions to Instructions to Offerors**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
<b>Special Instructions to Offerors</b>		
<b>x</b>	X Exception:  X Rationale:	x
<b>x</b>	X Exception:  X Rationale:	x
<b>x</b>	X Exception:  X Rationale:	x
<b>Uniform Instructions to Offerors</b>		
<b>x</b>	X Exception:  X Rationale:	x
<b>x</b>	X Exception:  X Rationale:	x

Custom Storage Inc dba cStor

Company Name

Signature of Person Authorized to Sign





**Attachment Supplement: Exceptions**  
**Solicitation No. BPM003793**  
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**Exceptions to Scope of Work and Pricing**

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Scope of Work		
x	X Exception:  X Rationale:	x
x	X Exception:  X Rationale:	x
x	X Exception:  X Rationale:	x
Pricing Document		
x	X Exception:  X Rationale:	x
x	X Exception:  X Rationale:	x

Custom Storage Inc dba cStor

Company Name

Signature of Person Authorized to Sign



**Attachment Supplement: Exceptions**  
**Solicitation No. BPM003793**  
**Network and Telephony Equipment and Services**

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

**Exceptions to Contract Terms & Conditions**

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
<b>Special Terms &amp; Conditions</b>		
<b>x</b>	X Exception:  X Rationale:	x
<b>x</b>	X Exception:  X Rationale:	x
<b>x</b>	X Exception:  X Rationale:	x
<b>Uniform Terms &amp; Conditions</b>		
<b>x</b>	X Exception:  Rationale:	x
<b>x</b>	X Exception:  X Rationale:	x

Custom Storage Inc dba cStor

Company Name

Signature of Person Authorized to Sign



## Contract Amendment

Contract Number: CTR059864

Amendment 8

Arizona Department of Administration  
State Procurement Office  
1802 West Jackson Street - Number 100  
Phoenix, AZ 85007

### Network and Telephony Equipment and Services

#### Custom Storage LLC - CSTOR

Pursuant to the above referenced Contract, and the State's Uniform Terms and Conditions, Paragraph 5.1 Amendments, the contract shall be amended as follows:

- In accordance with, Special Terms and Conditions, Paragraph 3.2 Contract Extensions, the contract is hereby extended through April 18, 2025.

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

#### ACKNOWLEDGEMENT AND AUTHORIZATION

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

Available online at  
[app.az.gov](http://app.az.gov)

Page | 1

**ARF-8684**

**Regular Agenda Item 2. P.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Stephen Christensen, Board of Supervisors-District 1

Submitted By: Melissa Wile, Executive Assistant

Department: Board of Supervisors-District 1

Fiscal Year: 2023-2024

Budgeted?: Yes

Contract Dates 03/29/2024-03/29/2025

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approval of Economic Development Agreement No. 03192024.

Background Information

Every year, funds are budgeted to support economic development activities. Payson Pro Rodeo Committee, Inc. has applied to Gila County for an economic development grant in the amount of \$20,000 to support Gary Hardt Memorial Rodeo and the World's Oldest Continuous Rodeo.

Under A.R.S. §11-254, contributions may be made to any governmental agency or to a 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. Payson Pro Rodeo Committee, Inc. will provide the direct benefit of advertising the County.

Payson Pro Rodeo Committee, Inc. has requested funding to support the Gary Hardt Memorial Rodeo and the World's Oldest Continuous Rodeo. Funds will be utilized to assist with advertisement through radio, internet, television, and various newspapers. The rodeos bring approximately \$680,000 in tourism revenue to Gila County assisting with the overall economic vitality in Gila County.

The organization will advertise Gila County at all rodeo performances.

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 Board may approve Economic Development Agreement No. 03192024 if the Board determines it to be for the benefit of the public. The funds shall be used for the specific purpose described above.

#### Conclusion

Funds are available and after evaluation, the Board may approve Economic Development Grant No. 03192024 that the Board has determined to be for the benefit of the public. 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. 03192024 with Payson Pro Rodeo Committee, Inc., a non-profit corporation, if the Board has determined that the contribution will be utilized for the benefit of the public.

#### Suggested Motion

Information/Discussion/Action to approve Economic Development Agreement No. 03192024 between Gila County and Payson Pro Rodeo Committee, Inc. in the amount of \$20,000, which the Board has determined to be for the benefit of the public. **(Dan Wile/Stephen Christensen)**

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#### Attachments

Economic Development Agreement No. 03192024 - Payson Pro Rodeo Committee, Inc

Request Letter

W9

501(c)3

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**ECONOMIC DEVELOPMENT AGREEMENT NO 03192024**

**BETWEEN  
GILA COUNTY  
AND**

**Payson Pro Rodeo Committee, INC.**

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 Payson Pro Rodeo Committee (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 compliance 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 Gary Hardt Memorial Rodeo and the World's Oldest Continuous Rodeo; both held in Gila County; and,

**WHEREAS**, the Organization will promote and advertise the County through the Organization's website and other marketing activities.

**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 \$20,000.00, in the form of an Economic Development Grant (the "Grant") to the Organization.

**2. Consideration:** In exchange for the Grant, the Organization will provide marketing activities promoting the County for the purpose of attracting visitors and companies to the County with the understanding and agreement that the entire Grant will be utilized for Payson Pro Rodeo Committee for the Gary Hardt Memorial Rodeo and the World's Oldest Continuous Rodeo as set forth hereafter.

**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-purposed, the County will not accept future Grant applications from Rim Country Quilt Roundup 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 85501

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

**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 shall apply but do not require an amendment.

**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 the Organization 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.

**9. 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.

**10. 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.

**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 to ensure that 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.

**15. 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."

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

17. **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.

**GILA COUNTY**

---

Stephen Christensen, Chairman  
Gila County Board of Supervisors

**Payson Pro Rodeo Committee, Inc.**



---

Dan Wile  
President  
Payson Pro Rodeo Committee, Inc.

**ATTEST**

---

James Menlove, Clerk  
Gila County Board of Supervisors

**APPROVED AS TO FORM**

---

Gila County Attorney' Office



March 21, 2024

Mr. James Menlove  
Gila County Manager  
1400 Ash Street  
Globe, AZ 85501

Dear Mr. Menlove,

Thank you, for your consideration of support by Gila County for the Payson Pro Rodeo Committee's production of the Gary Hardt Memorial Rodeo and "The World's Oldest Continuous" rodeo. We received support from Gila County in the past from the Gila County Economic Development Fund. This year we are requesting your support in the amount of \$20,000 (\$5,000 for the Gary Hardt Memorial Rodeo and \$15,000 for the World's Oldest Continuous Rodeo). This will in part help us to promote the rodeo, our western heritage and also impact economic development in Gila County and Payson. The rodeos are the largest events drawing traffic to Payson and Gila County. Below is where the promotional dollars are to be applied:

Advertising throughout the Phoenix/Scottsdale metro area as follows:

Gary Hardt Memorial		World's Oldest Continuous
\$1600	Valley Radio	\$5536
\$ 625	Arizona Republic	\$3790
\$1500	Cowboy Lifestyle TV	\$1500
\$ 350	Facebook Ads	\$ 350
\$ 442	Statewide Media Mag	\$ 663
	Sun City Times	\$ 664
\$2870	Payson Round Up	\$4223
\$2790	KMOG Radio	\$2865
<u>\$10177</u>	Total	<u>\$19531</u>

The benefit to Gila County and to Payson from the expenditure of these funds involves the economic impact that it brings to Rim Country. In 2022 the occupancy rate for Payson hotels was about 45 to 47%. During the rodeo 660 rooms X 1.75 (estimated occupancy/room) = 1155 people X 2 nights = 2310

AOT estimates that each visitor spends an average of \$295 per night and this amounts to:

$$\$295 \times 2310 = \$681,450$$

P.O. BOX 784 • PAYSON, ARIZONA 85547  
PAYSONPRORODEO.COM



The attendance at the rodeos in 2023 was approximately 14,900 people over all performances (Gary Hardt Memorial 3,600 and World's Oldest Continuous 11,300). Of that amount around 60 to 65% are from out of town. This includes those from Arizona and surrounding States, plus international visitors from areas such as Europe and Australia. That amounts to more than 9,500 out of town people visiting the rodeo. If we take away the 2,000 people staying in town, the remaining 7500 would spend somewhere between \$150 and \$195 on fuel and food and drink. This would add approximately another \$1,400,000+ in spending or a total of \$2,081,450 without considering any purchases of clothing, gifts, or other items they might buy. The total effect of our rodeo events go beyond the immediate economic results. The exposure to our area contributes to the return of those visitors for vacations and the establishment of secondary or retirement homes and even for starting or moving an existing business into the county.

In addition to the economic impact from the rodeo, all proceeds get distributed back into our community. We sponsor Scholarships for our senior high school students, both academic and vocational so that some may learn a worthwhile trade to use. In addition, charitable contributions are made to breast cancer support groups, to those supporting our veterans and school activities totaled in excess of \$40,000. We are a 501©3 non-profit (Tax ID # 86-066-5621).

In addition, for the support Gila County will receive sponsorship for the Rodeo as follows: Gary Hardt Memorial - Sponsor of the Day Saturday night performance - \$1500 – Team Roping \$1900 – Return Gates - \$1200 – VIP Tent - \$1200 – 4X8 Banner \$450 \*Total Value: \$ 6250 and the World's Oldest Continuous – Sponsor of the Day ( Saturday day and night performances) - \$6000 –Team Roping event – Header & Healer – \$2600 – Sponsor of the Return Gates – Value \$1500 – a 4X8 Banner – \$650 and Sponsor of the Bullfighters – Value \$4400 and sponsor of the VIP Tent – \$3000 \* Total Value \$18150. The total value of these sponsorship for both rodeos: \$24,400.

Our total production cost for our rodeos is approximately \$315,000 (Gary Hardt Memorial - \$119,000 and World's Oldest Continuous - \$196,000). The major items that contribute to this cost, includes the stock contractor, the announcers, advertising and promotion, sound technicians, electronic scoreboard and cameramen, specialty acts, bull fighters, stall rental, tent, and equipment rentals. Your consideration of support is greatly appreciated.

Sincerely,

*Dan Wile*

Dan Wile  
President  
Payson Rodeo Committee, Inc.

P.O. BOX 784 • PAYSON, ARIZONA 85547  
PAYSONPRORODEO.COM

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Payson Rodeo Committee, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 784

Requester's name and address (optional)

6 City, state, and ZIP code

Payson, AZ 85547

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 6 - 0 6 6 5 6 2 1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 3-11-21

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



IRS Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248145604  
Feb. 14, 2011 LTR 4168C E0  
86-0665621 000000 00

00018108  
BODC: TE

PAYSON RODEO COMMITTEE INC  
% W W ARMSTRONG JR  
PO BOX 937  
PAYSON AZ 85547-0937

038332

Employer Identification Number: 86-0665621  
Person to Contact: Jeffery Cordell  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 03, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1994.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



**ARF-8688**

**Regular Agenda Item 2. Q.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Stephen Christensen, Board of Supervisors-District 1

Submitted By: Melissa Wile, Executive Assistant

Department: Board of Supervisors-District 1

Fiscal Year: 2023-2024

Budgeted?: Yes

Contract Dates 04/16/2024-04/16/2025

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Approval of Economic Development Agreement No. 032624.

Background Information

Every year funds are budgeted to support economic development activities. Veterans Helping Veterans, Inc. has applied to Gila County for an economic development grant in the amount of \$5,000 to support veterans of Gila County with counseling, no-cost transportation, hotel stays for homeless veterans for temporary housing and the like.

Under A.R.S. §11-254, contributions may be made to any governmental agency or to a 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. Veterans Helping Veterans, Inc. will provide the direct benefit of advertising the County.

Veterans Helping Veterans, Inc. has requested funding to support veterans of Gila County with counseling, no-cost transportation, hotel stays for homeless veterans for temporary housing and the like.

The organization will advertise Gila County through their pamphlets, and online presence.

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 Board may approve Economic Development Agreement No. 032624 if the Board determines it to be for the benefit of the public. The funds shall be used for the specific purpose described above.

### Conclusion

Funds are available, and after evaluation, the Board may approve Economic Development Agreement No. 032624 that the Board has determined to be for the benefit of the public. All grant monies awarded to the non-profit shall be used for the purpose determined to be public by the Board.

District 1 Supervisor Christensen would like to provide Veterans Helping Veterans with an economic development grant in the amount of \$5,000 for assisting veterans and their families in Gila County.

### Recommendation

After evaluation, the Board may approve Economic Development Agreement No. 032624 with Veterans Helping Veterans, Inc., if the Board has determined that the contribution will be utilized for the benefit of the public. The economic development grant will be funded through District 1 constituent funds.

### Suggested Motion

Information/Discussion/Action to approve Economic Development Agreement No. 032624 between Gila County and Veterans Helping Veterans, Inc. in the amount of \$5,000 to assist veterans of Gila County and their families, which the Board has determined to be for the benefit of the public. **(Stephen Christensen)**

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### Attachments

Economic Development Agreement No. 032627 - Veterans Helping Veterans  
Request Letter  
W9  
501(c)3

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**ECONOMIC DEVELOPMENT AGREEMENT NO. 032624**

**BETWEEN  
GILA COUNTY**

**AND  
Veterans Helping Veterans, INC.**

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 Veterans Helping Veterans, Inc. (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 compliance 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 Veterans Helping Veterans, Inc. and their mission of assisting over 6000 Veterans and their families in Gila County; and,

**WHEREAS**, the Organization will promote and advertise the County through the Organization's website and other marketing activities.

**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 \$5,000.00, in the form of an Economic Development Grant (the "Grant") to the Organization.

**2. Consideration:** In exchange for the Grant, the Organization will provide marketing activities promoting the County for the purpose of attracting visitors and companies to the County

with the understanding and agreement that the entire Grant will be utilized for assisting Veterans with transportation, hotel stays for homeless Veterans for temporary housing, counseling, and such as set forth hereafter.

**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-purposed, the County will not accept future Grant applications from Rim Country Quilt Roundup 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 85501

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

**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 shall apply but do not require an amendment.

**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 the Organization 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.

**9. 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.

**10. 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.

**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 to ensure that 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.

**15. 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."

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

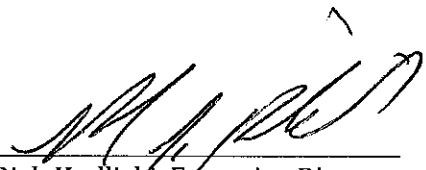
17. **Audit of Non-Profit Corporations Receiving County Monies:** This agreement is subject to the A.R.S. §11-624. Each nonprofit corporation receiving less than fifty thousand dollars in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance 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.

**GILA COUNTY**

**Veterans Helping Veterans, Inc.**

\_\_\_\_\_  
Stephen Christensen, Chairman  
Gila County Board of Supervisors

  
\_\_\_\_\_  
Rich Kudlicki, Executive Director

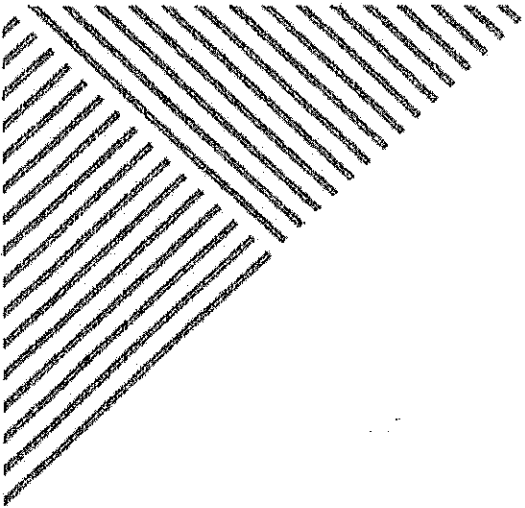
**ATTEST**

\_\_\_\_\_  
James Menlove, Clerk  
Gila County Board of Supervisors

**APPROVED AS TO FORM**

\_\_\_\_\_  
Gila County Attorney' Office





Veterans Helping Veterans, INC. ®

600 E. AZ Hwy. 260 #10  
Payson, Arizona 85541  
(928) 978-5238

March 26, 2024

Organization Name: Veterans Helping Veterans Inc.  
Organization POC: Michelle Kudlicki  
Organization Address: 600 E Hwy 260 # 10 Payson, AZ 85541  
Organization Phone: (928)978-5238  
Organization Email: missy@vhvinc.org

Organization Description and Mission: Veteran's Helping Veteran's, Inc. is a veteran's founded veterans run 501 (c) 3, non-profit organization dedicated to helping over 6000 Rim Country veterans with a wide variety of services and support. Our in-house resources include supporting veterans with the submission of the paperwork required to receive Veteran's Administration benefits, no-cost transportation to and from medical appointments, access to legal support, access to PTSD counseling and many other entitlements that veterans are supposed to get but just do not know where to start to claim them. There's a gap for returning veterans transitioning from service to civilian life. We are veteran volunteers helping to bridge that gap and reduce the number of other veterans getting lost in a vast incoherent system.

The donations will be used to help us with our veteran's assistance programs like medical bills, transportation, food, car repairs, hotel stays for homeless vets for temporary housing, or any other things that the vets or their families may need help with. Thank you for your time and consideration.

Thank you,



Michelle Kudlicki  
Veterans Helping Veterans Inc.



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>VETERANS HELPING VETERANS, INC</b>	
2. Business name/disregarded entity name, if different from above	
3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <b>P</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) <b>P</b>	4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5. Address (number, street, and apt. or suite no.) See instructions. <b>600 E. ST. HWY. 260 #10</b>	Requester's name and address (optional)
6. City, state, and ZIP code <b>PAYSON, AZ 85541</b>	
7. List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div>82</div>	<div>0677062</div>

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <b>[Signature]</b>	Date <b>3-26-2023</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 10 2017**

VETERANS HELPING VETERANS INC  
1000 N BEELINE HWY 213  
PAYSON, AZ 85541-0000

Employer Identification Number:  
82-0677062  
DLN:  
26053465004157  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
February 15, 2017  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

**ARF-8685**

**Regular Agenda Item 2. R.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Woody Cline, Board of Supervisors-District 3

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2023 - 2024 Budgeted?: Yes

Contract Dates 4/1/24 to 4/1/25 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Approval of Economic Development Agreement No. 03122024.

Background Information

Every year funds are budgeted to support economic development activities. The George Belvado Jr. Memorial Sports Association has applied to Gila County for an economic development grant in the amount of \$10,000 to support construction of a meeting and exhibition building at the Belvado Park in San Carlos.

Under ARS 11-254, contributions maybe made to any governmental agency or to a 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. The George Belvado, Jr. Memorial Sports Association is a non-profit organization and it will provide the direct benefit of advertising the County's support on all printed materials and signage at the park.

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 Board may approve Economic Development Agreement No. 03122024 if the Board determines it to be for the benefit of the public. The funds shall be used for the specific purpose described above.

### Conclusion

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 Board may approve Economic Development Agreement No. 03122024 if the Board determines it to be for the benefit of the public. The funds shall be used for the specific purpose described above.

District 3 Supervisor Woody Cline would like to provide the George Belvado Jr. Memorial Sports Association with an economic development grant in the amount of \$10,000 to support the construction of a meeting and exhibition building at the Belvado Park in San Carlos.

### Recommendation

After evaluation, the Board may approve Economic Development Agreement No. 03122024 with the George Belvado Jr. Memorial Sports Association if the Board has determined that the contribution will be utilized for the benefit of the public. The economic development grant will be funded through District 3 constituent funds.

### Suggested Motion

Information/Discussion/Action to approve Economic Development Agreement No. 03122024 between Gila County and the George Belvado Jr. Memorial Sports Association in the amount of \$10,000 that will be used toward the construction of a meeting and exhibition building at the Belvado Park in San Carlos, which the Board has determined to be for the benefit of the public. **(Woody Cline)**

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### Attachments

Economic Development Agreement No. 03122024  
Belvado Request 2024

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**ECONOMIC DEVELOPMENT AGREEMENT NO. 03122024**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**GEORGE BELVADO JR. MEMORIAL SPORTS ASSOCIATION**

This Economic Development Agreement (the "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, by and between Gila County, AZ (herein referred to as the "County") and George Belvado Jr. Memorial Sports Association (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 assist with the construction of a small building for meetings of the non-profit,

**WHEREAS**, the Organization will promote and advertise the County through the Organization's website and other marketing activities,

**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 \$10,000.00, in the form of an Economic Development Grant (the "Grant") to the George Belvado Jr. Memorial Sports Association,

**2. Consideration:** In exchange for the Grant, the Organization will acknowledge the County at Belvado Park with signage promoting the County's participation and with the understanding and agreement that the entire Grant will be utilized for repairs to the announcer stand at Belvado Park as set forth hereafter.

**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 George Belvado Jr. Memorial Sports Association 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.

**4. Indemnification:** The Organization shall indemnify, defend, save and hold harmless the County and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused by the negligent or willful acts or omissions of George Belvado Jr. Memorial Sports Assn. 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 such George Belvado Jr. Sports Assn. to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by 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 Indemnatee, 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 DGC 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 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.

**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.

**GILA COUNTY**

\_\_\_\_\_  
*Stephen Christensen*

Gila County Board of Supervisors

**George Belvado Jr. Memorial Association**

  
\_\_\_\_\_

Wilbur Belvado, President

**ATTEST**

\_\_\_\_\_  
James Menlove, Clerk  
Gila County Board of Supervisors

**APPROVED AS TO FORM**

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

# George Belvado Jr. Memorial Sports Association

Wilbur J. Belvado  
President  
928-200-1986



William Belvado  
Vice President  
928-812-2576

Non Profit 501C3 & Charitable  
wbelvado51@gmail.com

Mr. Woody Cline  
Gila County District 3 Supervisor  
Gila County Courthouse  
Globe, Arizona

Dear Mr. Cline,

The George Belvado Jr. Memorial Sports Association is seeking funds to build a meeting and exhibition building. This building would be located near the Belvado Park Sports Complex on the San Carlos Apache Reservation and would be used for the non-profit's meetings. It would also be used to display memorabilia from the past 54 years of tournaments held each Memorial Day. In addition, the meeting room would also be made available to other local groups on the reservation for their meetings.

We expect to receive funds in the amount of \$15,000 from Resolution Copper and have applied for both a government grant and a grant from the Diamond Back organization to help fund this project. If our organization is awarded these grants, we would hope to begin construction late 2024 or early 2025.

The George Belvado Jr. Memorial Sports Association is asking you, Mr. Cline, as the Gila County Supervisor from District Three, for \$10,000 to help fund this building project.

Attached are documents that explain the estimated total cost for this project.

We thank you for your consideration and help.

Sincerely,

Wilbur Belvado  
President  
George Belvado Jr. Memorial Sports Association

# MEMORIAL SPOTS ASSOCIATION



Memorial Spots Association  
P.O. Box 1000  
Globe, Arizona 86302

Memorial Spots Association  
P.O. Box 1000  
Globe, Arizona 86302

Memorial Spots Association  
P.O. Box 1000  
Globe, Arizona 86302

Mr. Woody Cline  
City Council District 3 Supervisor  
Gila County Courthouse  
Globe, Arizona

Dear Mr. Cline:

The Georgia Folvado Memorial Spots Association is seeking a site to build a museum and exhibition building. This building would be located near the Belvado Park Sports Center on the San Rafael Apache Reservation. The building would be used for the association's meetings. It would also be used to display memorabilia from the past 50 years of tournaments held each year on May 1st. In addition, the building would also be made available to other local groups on the reservation for their meetings.

We expect to receive funds in the amount of \$15,000 from the Georgia Folvado Association. We have applied for a grant from the Georgia Folvado Association to help fund this project. If our organization is awarded these grants, we will have to begin construction in 1984 or early 1985.

The Georgia Folvado Memorial Spots Association is asking you, Mr. Cline, as the Gila County Supervisor from District Three, for \$10,000 to help fund this building project.

Attached are documents that explain the building and the location of the site.

We thank you for your consideration and hope

Sincerely,

William Folvado  
President  
Georgia Folvado Memorial Spots Association

# **BOYKIN CONSTRUCTION**

**P.O. BOX 832**

**San Carlos, Arizona 85550**

**Phone: (928) 961-2000**

**Email: boykinconstruction@outlook.com**

## **PROPOSAL FOR SERVICES**

**20 x 30 Office Space**

Boykin Construction is pleased to submit this proposal for service to Wilbur Belvado

San Carlos, Arizona 85550

Email: wbelvado51@gmail.com

### **QUOTE – 20X30 OFFICE SPACE**

#### **Job Description:**

**20 X 30 Office Space**

#### **Exterior:**

- Dig holes to set circular forms (for concrete and for flooring)
- Install 4x6 beams above concrete.
- Build flooring using 2x6
- Install  $\frac{3}{4}$  plywood above floor joist.
- Build exterior walls using 2x6
- Paint exterior
- Build interior walls using 2x4
- Create truss for roofing.
- Install siding over existing exterior walls and trims.
- Install (2) exterior door.
- Apply trims (where needed)
- Apply OSB sheathing on existing truss.
- Apply fascia, felt, drip boards and drip edge and shingles to roofing and roof jacks.
- Paint exterior

#### **INTERIOR:**

- Install electrical wires
- Install water and drain lines.
- Install insulation in walls and attic area.

- Install drywall, apply joint compound, tape, and texture.
- Install single shower stall.
- Install toilet & vanity set.
- Install 30" interior door for bathroom.
- Install kitchen base cabinets with sink and faucet.
- Install flooring.
- Install trims and baseboards.
- Paint interior.
- Install electrical stove, freezer, refrigerator and 4-ton heat pack a/c unit.

**\*\*Clean and haul any debris\*\***

## **MATERIAL**

<b>MATERIAL</b>		<b>COST</b>
<b>Material</b>		<b>\$43,765</b>
<b>Pick-up Cost (Mesa, Arizona)</b>		<b>\$1,500</b>
	<b>LABOR</b>	<b>\$45,500</b>
	<b>TOTAL COST</b>	<b>\$90,765</b>

**Thank you for your consideration.**

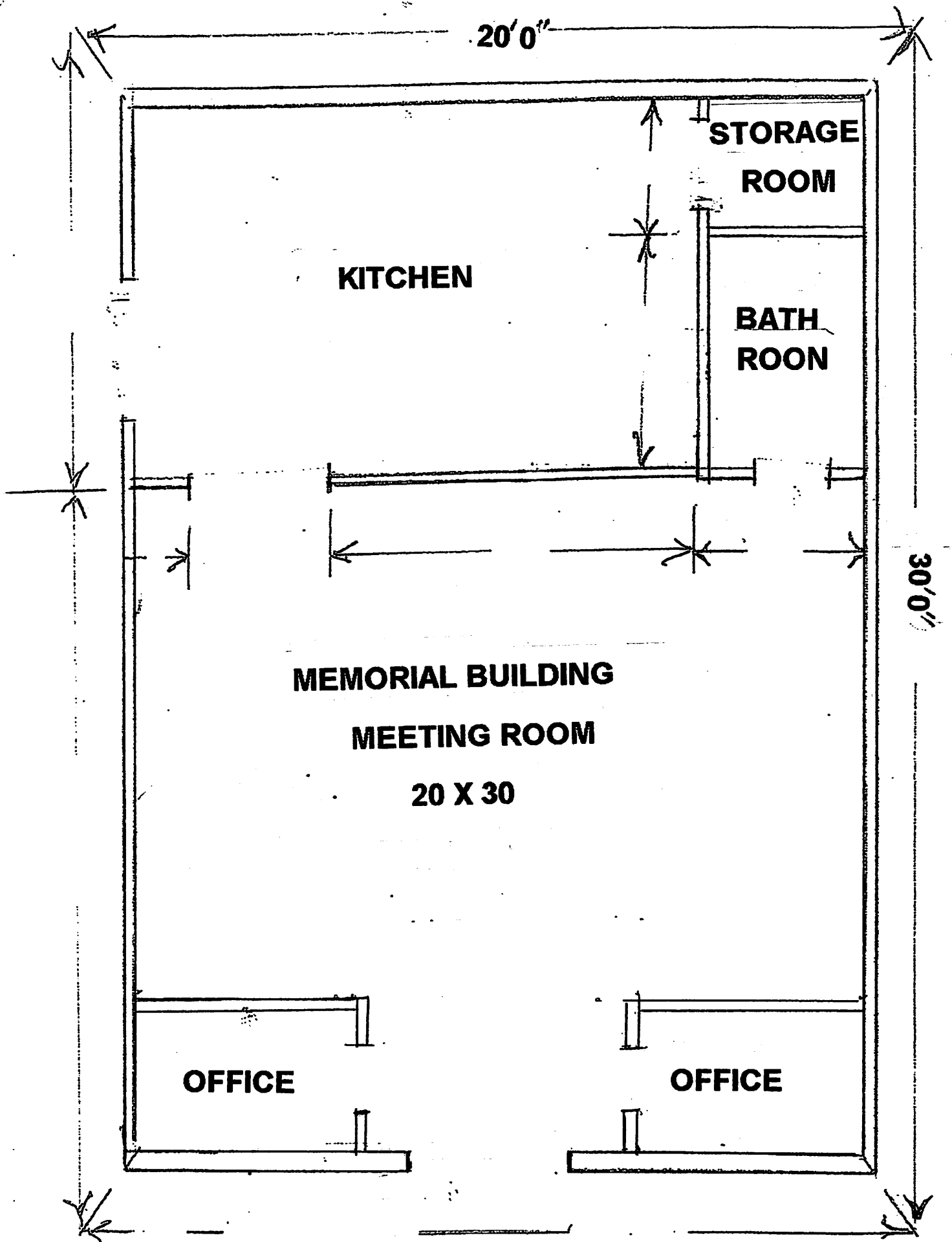
*Boykin Edwards*

*12-11-2023*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date





**ARF-8703**

**Regular Agenda Item 2. S.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Woody Cline, Board of Supervisors-District 3

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2023 - 2024 Budgeted?: No

Contract Dates 4/5/24 to 4/5/2025 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Ratify the Board of Supervisors' approval to submit a proposal to the Arizona Office of Economic Opportunity (OEO) to provide funding for Gila County's Summer Work Program including funding to establish two Youth Conservation Corps crews through the Arizona Conservation Corps; and approve the Agreement.

Background Information

On February 26, 2024, Gila County Supervisor Woody Cline and Assistant Cathy Melvin met with staff from the Arizona OEO to discuss the County's Summer Work Program. Arizona OEO staff shared that there were some unspent workforce funds at the state and they asked if Gila County would be interested in preparing a summary of the County's program and include associated costs. A proposal was prepared and submitted to Arizona OEO on March 20, 2024. The proposal was not presented to the Board of Supervisors for authorization.

On April 4, 2024, the Arizona OEO officially contacted County staff and advised the proposal was approved in the amount of \$306,140.

The award in the amount of \$306,140 will have no financial impact on Gila County and requires no matching funds from the County.

Evaluation

On April 4, 2024, Gila County received an email from the Arizona OEO that the proposal in the amount of \$306,140 had been approved and a formal agreement would be forthcoming. The funds will be used to hire 66 summer workers in County departments, communities, and establish two Conservation Corps crews, one in Payson and one in Globe.

The Grant Agreement No. OEO-QUALITYJOB-24-06 was received by the County on 4/10/2024.

### Conclusion

Gila County staff is requesting the Board's ratification for its approval to submit a proposal to the Arizona OEO in the amount of \$306,140, and approve Grant Agreement No. OEO-QUALITYJOB-24-06 in the amount of \$306,140.

### Recommendation

It is recommended by County staff that the Board ratify its approval for the submittal of a proposal to the Arizona OEO in the amount of \$306,140; and approve Grant Agreement No. OEO-QUALITYJOB-24-06.

### Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval to submit a proposal to the Arizona Office of Economic Opportunity (OEO) in the amount of \$306,140 for Gila County's Summer Work Program; and approve Grant Agreement No.

OEO-QUALITYJOB-24-06 in the amount of \$306,140. **(Woody**

**Cline/Cathy Melvin)**

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### Attachments

Arizona Office of Economic Opportunity Gila County Summer Work  
Program Proposal

Approval as to Form

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## **GILA COUNTY SUMMER WORK PROGRAM**

### **PROPOSAL**

#### **COMMUNITY OUTREACH**

In March we contact our county departments, communities and school districts to determine the interest in the program for the year. Some of our larger departments fund their positions with funding from unfilled positions within their department. We have a couple of departments that have fairly small budgets, and those departments are funded by the General Fund.

Once we receive the requests from our communities and school districts, an IGA is developed for each. The IGA's contain the number of workers requested and the total cost including ERE. The workers are paid by each entity and at the end of the program, they submit an invoice to the County, and they are reimbursed for their costs.

Gila County includes the communities of Hayden and Winkelman that are right on the Pinal County border. The Town of Kearny is in Pinal County, but right on the border as well. We have a number of young people that apply each year that live in Pinal County. Our job announcement does not specify that you must live in Gila County and in the past that hasn't been an issue, we placed them in positions regardless; however, last year we received an even larger number of applicants from Pinal County including approximately 10 from Kearny. We weren't able to hire about 6 to 8 young applicants. There are very few opportunities for young people in these communities. If we were able to receive additional funding, we will develop IGA's with the Town of Kearny and with the school district and place workers in those areas.

All of our young workers receive adult mentoring while on the job as well as a boost to their confidence and enhance their skill levels. Many continue on or come back later and become full-time employees allowing the county to "grow our own".

We will develop pre and post tests specific to each department and position that will measure the summer worker's knowledge of the department/position on their first day and a post test on their last day.

#### **TONTO NATIONAL FOREST/ARIZONA CONSERVATION CORP**

The County has partnered with the Tonto National Forest (TNF) and the Conservation Corp for the last few years recruiting young workers to participate in crews over the summer for a 6-to-8-week program. Last year was hugely successful with a full crew in southern Gila

County. Ideally, we would like to offer this same opportunity to young people in northern Gila County. The County funded \$70,000 in 2023 for the crew, the Forest Service was able to fund a portion and with our combined efforts the crew was established.

The crew members are all enrolled in AmeriCorps and receive education credits toward further education if they complete the entire hours required in the work program. The TNF provides educational instruction during the summer program with a number of TNF staff in specialized areas visiting the crew and exposing them to the different areas of employment opportunities within the Forest Service. Examples of past project areas included Shoofly Ruins restoration; wet/dry mapping with the hydrology program; seeding and sign painting with the fire and biology programs; wildlife surveys; and wilderness monitoring with Arizona Wilderness Coalition to name just a few projects.

#### **BUDGET/GILA COUNTY WORKERS**

The County pays the current minimum wage figure which of course this year is \$14.35 and ERE cost is .0765 for a total hourly amount of \$15.54.

AREA	WORKERS	COST
COUNTY DEPARTMENTS	14	\$52,200.00
CITIES/TOWNS	28	\$104,400.00
SCHOOL DISTRICTS	12	\$22,380.00
ADDITIONAL PINAL COUNTY	12	\$44,760.00
		\$223,740.00

#### **BUDGET/ARIZONA CONSERVATION CORPS CREWS**

SALARIES/LABOR	\$105,464.13
TRAVEL	12,256.00
SUPPLIES	14,895.34
INDIRECT	9,784.53
<b>TOTAL</b>	<b>\$142,400.00</b>

**NOTE: The Tonto National Forest received a grant in the amount of \$60,000 which could offset the above total of \$142,400.**

**Three Options:**

- Fund the entire work program including the proposed Gila County program for 2024. County costs: \$223,740 plus the Conservation Corps Crews \$142,500 for a total of \$366,140 less the FS grant of \$60,000 for a grand total of \$306,140.
- Fund the extra positions for Pinal County \$44,760 and the Conservation Corps Crews \$82,400 for a total of \$127,160.
- Fund the cities and towns \$104,400 plus the Conservation Corps Crews \$82,400 for a total of \$186,800.

Obviously, if you have something else in mind, please contact me by email or phone: 928-402-4401 or my cell phone at 928-701-1507. I can also have the county manager, James Menlove and Supervisor Cline discuss in greater detail if you would like.

### APPROVAL AS TO FORM

The Gila County Attorney's office has reviewed this agreement and approved it as to proper form as required by A.R.S. § 11-952(D). When reviewing this agreement for proper form we consider whether the following have been addressed:

1. Identification of parties.
2. Offer and acceptance.
3. Existence of consideration (we do not review to consider adequacy of consideration).
4. That certain provisions specifically required by statute are included (e.g. provisions concerning non-availability of funds and conflict of interest (A.R.S. § 38-511)).
5. That the agreement is within the powers and authority granted under the laws of the State of Arizona to the client.

We have not reviewed the agreement for other issues. Therefore, approval as to proper form should not be considered as approval of the appropriateness of the terms and conditions of the agreement of the underlying transaction. In addition, approval as to form should not be considered approval of the underlying policy considerations addressed by the agreement.

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Dated

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Signed



**ARF-8699**

**Regular Agenda Item 2. T.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted By: Marian Sheppard, Clerk of the Board Consultant

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Sealed bid for the purchase of Assessor's parcel number 207-05-003B.

Background Information

On June 25, 1992, the Gila County Treasurer deeded parcel number 207-05-003B to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. The lien amount for this property is \$337.70. Per. A.R.S. § 42-18303, after advertisement, the Board of Supervisors held an auction to sell all properties newly deeded to the State of Arizona c/o Board of Supervisors by the County Treasurer. Parcel number 207-05-003B did not sell at the auction.

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which established procedures for the sale of land held by the State under tax deed and it repealed previously adopted related Resolution No. 03-06-07. Resolution No. 15-05-05 allows the Board of Supervisors to waive the requirement to sell the property (after the auction has been held) for no less than the total lien amount if a condition warrants selling a parcel at a lesser price. The Board has determined that one such condition exists when an owner of property would like to purchase property that adjoins their property. Most times the property owner thought they already owned the state tax-deeded property. It is believed that these situations came about when a parcel was split and part of the legal description was left off the deed. After 7 years of non-payment of property taxes, the property was deeded by the Treasurer to the State of Arizona c/o Board of Supervisors. The Board's objective is to make sure these types of properties are sold to an adjoining property owner. Most times after the property is sold, the owner requests the County Assessor to combine the two properties into one property.

The subject property adjoins Gila County Assessor's parcel number 207-05-003A, which is owned by Veneta Molina; however, the deed is under the name of Veneta Courtney. Ms. Molina has submitted a sealed

bid for the Board of Supervisors' consideration. If the Board accepts Ms. Molina's bid, she intends to request that the Gila County Assessor combine the parcels, which is a win-win for both parties.

### Evaluation

Each year the Board of Supervisors conducts an online auction through Public Surplus to sell properties that were newly deeded to the State of Arizona in care of the Board of Supervisors. Any properties that did not sell at the auction could be sold by the Clerk of the Board's office over the counter. Several years ago, the Board of Supervisors stopped selling state tax-deeded properties over the counter although there may be exceptions. Those properties may be sold through another online auction of the Board of Supervisors through Public Surplus. The only exception where a property may be sold by the Board of Supervisors for less than the lien amount is through the County's sealed bid process. Resolution No. 15-05-05 allows the Board of Supervisors to waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price. Only an owner of land that adjoins a state tax-deeded property may submit a sealed bid for the Board's consideration. At the time a property owner submits a sealed bid, they must show proof of adjoining ownership.

On March 12, 2024, Ms. Molina submitted a sealed bid to the Deputy Clerk of the Board to purchase the subject parcel, and at that time she provided proof of ownership of a property that adjoins the subject property.

### Conclusion

It would be advantageous for the Board of Supervisors to consider a sealed bid from Ms. Molina. If the Board accepts the offer, the property will go back on the County's tax rolls.

### Recommendation

It is recommended that the Board of Supervisors consider the sealed bid for the purchase of tax parcel number 207-05-003B.

### Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 207-05-003B and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Samantha Trimble)**



## TREASURER'S DEED

## KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, on the 25 TH day of JUNE, 1992,  
notice according to law was published in the ARIZONA SILVER BELT  
, a newspaper of general circulation in the  
County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises  
hereinafter described had been made by the grantee named herein, and that unless the tax lien  
is redeemed before the 18 TH day of SEPTEMBER 1992,  
a Treasurer's Deed will issue to the said grantee, and

**WHEREAS**, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said THE STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

207-05-003 B 6: SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

IN WITNESS WHEREOF, I, PRISCILLA M.L. KNUCKEY, Treasurer  
of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and  
seal this 18 TH day of SEPTEMBER, 19 92.

Treasurer of Gila County

STATE OF ARIZONA }  
 SS }  
 County of Gila } SS

This instrument was acknowledged before me this 18 TH day of SEPTEMBER 1992, by PRISCILLA M.L. KNUCKEY as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

My Commission Expires: Aug. 23, 1996

LEGAL DESCRIPTION EXHIBIT "A"

Tax Parcel No.: 207-05-003B-6

Property: A parcel of land situated in Block 14, COUNTRY CLUB MANOR NO. 2, records of Gila County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of Lot 3, Block 15, COUNTRY CLUB MANOR NO. 2, records of Gila County, Arizona;  
 Thence North 89°25' East 70 feet;  
 Thence South 00°35' East 14 feet;  
 Thence South 89°25' West 70 feet;  
 Thence North 00°35' West 14 feet to the Place of Beginning.

*no Chg.  
2:10  
C*

622123

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of

Gila County Treasurer

Date Sep. 28, 1992 Time 2:10 P. M., Docket 883 Official Records Page S. 928 & 929  
 Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder

By Paula Mitchell Deputy

MICROFILMED

Compared

INDEXED

CARRIZOSA GILBERT

Box 11

MIAMI, ARIZONA 85539

14:27 TREASURER'S PROPERTY TAX SYSTEM 06/15/92!  
DISPLAY PROPERTY HISTORY

PROPERTY-ID 207-05-003-B-6 INT CALC DATE: 09/30/92 TAX AREA CODE: 4072!  
OWNER: CARRIZOSA GILBERT

ROLL NO. TAX AMT INT. AMT FEES AMT ACTIVITY DATE CD REFERENCE!

85-00007482 2.98 3.30 16.00 AMT DUE = 22.28!  
CERT 02/26/87 87-017795!

86-00007641 3.72 3.52 16.00 AMT DUE = 23.24!  
CERT 02/19/88 88-018385!

87-00007721 4.18 3.29 15.00 AMT DUE = 22.47!  
CERT 02/24/89 89-019151!

88-00007804 4.06 2.54 15.00 AMT DUE = 21.60!  
CERT 02/23/90 90-019823!

89-00007836 4.24 1.98 16.00 AMT DUE = 22.22!  
CERT 02/22/91 91-020446!

90-00007992 3.96 1.21 16.00 AMT DUE = 21.17!  
CERT 02/21/92 92-021251!

91-00008024 4.12 .60 .00 AMT DUE = 4.72!

137.70

200.00

\$ 337.70

I=FIRST SCREEN, II=END, III=MORE, IV=PRINT, C=CP DATA

1210 608 91  
1210 1000 150

207-05-003B  
8955

4076

Home	Tax Account Search	Tax Account R008955
Summary	Account	Owner
History	Activity	
Values		
▼ 2018		
2018.000091 R008955 4076 Limited Property TR 0.00	9.10	
2018.000091 R008955 4076 Full Cash TR 0.00	5.00	
▼ 2017		
2017.000089 R008955 4076 Limited Property TR 0.00	8.68	
2017.000089 R008955 4076 Full Cash TR 0.00	4.58	
▼ 2016		
2016.000085 R008955 4076 Limited Property TR 0.00	8.04	
2016.000085 R008955 4076 Full Cash TR 0.00	4.18	
▼ 2015		
2015.000022 R008955 4076 Limited Property TR 0.00	8.74	
2015.000022 R008955 4076 Full Cash TR 0.00	3.80	
▼ 2014		
2014.000009 R008955 4076 Limited Property TR 0.00	8.38	
2014.000009 R008955 4076 Full Cash TR 0.00	3.34	
▼ 2013		
2013.000001 R008955 4076 Limited Property TR 0.00	8.04	
2013.000001 R008955 4076 Full Cash TR 0.00	3.04	

12-

8.04  
3.04

70%  
30%

Prim 59.02  
Sec. 26.98



**ARF-8680**

**Consent Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted For: Maryn Belling, Finance Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

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Information

Request/Subject

Approval of Amendment No. 5 to Intergovernmental Agreement No. 012219 with the Town of Miami to provide common administration for the Miami Municipal and Globe Regional Justice Courts and the repayment schedule for the outstanding balance owed to Gila County by the Town of Miami.

Background Information

A new Intergovernmental Agreement (IGA) No. 012219 was developed that takes into consideration the actual costs to run the Magistrate Court administration instead of a per case fee. The new IGA also includes a reasonable repayment schedule for the Town to pay off the outstanding past due balance as of June 3, 2014. The new IGA was reviewed and approved by Judge Timothy Wright and approved by the Town of Miami. It was approved by the Board of Supervisors on February 5, 2019.

Amendment No. 1 to the IGA was approved by the Board of Supervisors on July 7, 2020.

Amendment No. 2 to the IGA was approved by the Board of Supervisors on May 4, 2021.

Amendment No. 3 to the IGA was approved by the Board of Supervisors on June 7, 2022

Amendment No. 4 to the IGA renews the agreement between both parties for an additional one-year term from July 1, 2023, through June 30, 2024.

Amendment No. 5 to the IGA renews the agreement between both parties for an additional one-year term from July 1, 2024, through June 30, 2025.

### Evaluation

Renewing the IGA is in the mutual best interest of both entities.

### Conclusion

The amendment to the IGA will provide consolidated administration and operation of limited jurisdiction courts for an additional one-year term.

### Recommendation

Staff recommends approval of Amendment No. 5 to IGA No. 012219 as presented to extend the term of the IGA regarding consolidated administration and operation of limited jurisdiction courts.

### Suggested Motion

Approval of Amendment No. 5 to Intergovernmental Agreement No. 012219 with the Town of Miami for consolidated administration and operation of Limited Jurisdiction Courts to extend the term of the agreement for an additional year, from July 1, 2024, through June 30, 2025.

---

### Attachments

Amendment No. 5 to IGA No. 012219

Amendment No. 4 to IGA No. 012219

Amendment No. 3 to IGA No. 012219

Amendment No. 2 to IGA No. 012219

Amendment No.1 to IGA No. 012219

IGA No. 012219

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**AMENDMENT NO. 5 TO INTERGOVERNMENTAL AGREEMENT NO. 012219**

**BETWEEN  
GILA COUNTY  
AND  
THE TOWN OF MIAMI**

**RECITALS**

**WHEREAS**, the parties have entered into Intergovernmental Agreement No. 012219 dated February 5, 2019 (the "Agreement"), which provides for consolidated administration and operation of Limited Jurisdiction Courts; and

**WHEREAS**, the Amendment No. 4 to Agreement No. 012219 expires on June 30, 2024 and the parties agree to exercise the option to renew for one additional year period.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Amendment 5 and of the mutual benefits to result therefrom, the Agreement is hereby amended as follows:

1. Amendment No. 5 The term of the Agreement is hereby extended to expire on June 30, 2025.
2. Will continue to serve to clarify responsible party for certain charges for Limited Jurisdiction Court.
  - a All expenses for ACAP equipment used to support the Limited Jurisdiction Court shall be paid to Arizona Office of the Courts by the Town of Miami.
  - b The Town of Miami is responsible for the costs associated with the Miami Magistrate Court's triennial audit as required under the Arizona Office of the Courts' minimum accounting standards.
3. **Compensation**
  - a. As full and completed compensation for services provided pursuant to this Amendment 4, the Town shall pay the County fees of \$3,179.92 per month per the terms of the original IGA for consolidated administration and operation of Limited Jurisdiction Court.
4. All other terms, conditions and provisions of the Agreement shall remain the same and apply during the renewal period.

Description	Annual Cost
Facility	\$ 2,674.80
Utilities/Security	\$ 1,291.58
Operational Expense	\$ 4,335.07
Personnel	\$ 29,857.53
Total	\$ 38,158.98
Monthly Fee	\$ 3,179.92

AMENDMENT NO. 5 TO INTERGOVERNMENTAL AGREEMENT NO. 012219

***IN WITNESS THEREOF***, the parties to this Intergovernmental Agreement No. 012219 Amendment No. 4, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

TOWN OF MIAMI

\_\_\_\_\_  
Steve Christensen, Chairman of the Board

\_\_\_\_\_  


ATTEST

ATTEST

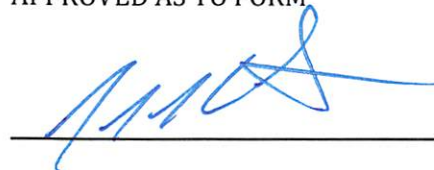
\_\_\_\_\_  
James Menlove, Clerk of the Board

\_\_\_\_\_  


APPROVED AS TO FORM

APPROVED AS TO FORM

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

\_\_\_\_\_  


**AMENDMENT NO. 4 TO INTERGOVERNMENTAL AGREEMENT NO. 012219**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**THE TOWN OF MIAMI**

**RECITALS**

**WHEREAS**, the parties have entered into Intergovernmental Agreement No. 012219 dated February 5, 2019 (the "Agreement"), which provides for consolidated administration and operation of Limited Jurisdiction Courts; and

**WHEREAS**, the Amendment No. 3 to Agreement No. expires on June 30, 2023 and the parties agree to exercise the option to renew for one additional year period.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Amendment 4 and of the mutual benefits to result therefrom, the Agreement is hereby amended as follows:

1. Amendment No. 4 The term of the Agreement is hereby extended to expire on June 30, 2024.
2. Will continue to serve to clarify responsible party for certain charges for Limited Jurisdiction Court.
  - a All expenses for ACAP equipment used to support the Limited Jurisdiction Court shall be paid to Arizona Office of the Courts by the Town of Miami.
  - b The Town of Miami is responsible for the costs associated with the Miami Magistrate Court's triennial audit as required under the Arizona Office of the Courts' minimum accounting standards.
3. **Compensation**
  - a. As full and completed compensation for services provided pursuant to this Amendment 4, the Town shall pay the County fees of \$2,600.33 per month per the terms of the original IGA for consolidated administration and operation of Limited Jurisdiction Court.
4. All other terms, conditions and provisions of the Agreement shall remain the same and apply during the renewal period.

Description	Annual Cost
Facility	\$ 2,006.10
Utilities/Security	\$ 1,083.12
Operational Expense	\$ 3,840.52
Personnel	\$ 24,274.19
Total	\$ 31,203.92
Monthly Fee	\$ 2,600.33

**IN WITNESS THEREOF**, the parties to this Intergovernmental Agreement No. 012219 Amendment No. 4, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

  
Chairman of the Board

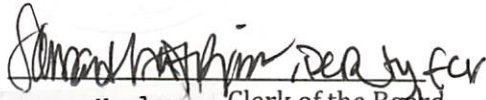
TOWN OF MIAMI

  
Joe Angel Medina

ATTEST

  
Karen Rozzini

ATTEST

  
James Menlove Clerk of the Board


APPROVED AS TO FORM

  
\_\_\_\_\_

APPROVED AS TO FORM

  
The Gila County Attorney's Office

**APPROVED AS TO FORM AND SUBSTANCE:**

  
Honorable Timothy Wright, Presiding Judge

Gila County Superior Court

Date: 6/13/23



**AMENDMENT NO. 3 TO INTERGOVERNMENTAL AGREEMENT NO. 012219**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**THE TOWN OF MIAMI**

**RECITALS**

**WHEREAS**, the parties have entered into Intergovernmental Agreement No. 012219 dated February 5, 2019 (the "Agreement"), which provides for consolidated administration and operation of Limited Jurisdiction Courts; and

**WHEREAS**, the Amendment No. 2 to Agreement No. expires on June 30, 2022 and the parties agree to exercise the option to renew for one additional year period.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Amendment 3 and of the mutual benefits to result therefrom, the Agreement is hereby amended as follows:

1. Amendment No. 3 The term of the Agreement is hereby extended to expire on June 30, 2023.
2. Will continue to serve to clarify responsible party for certain charges for Limited Jurisdiction Court.
  - a All expenses for ACAP equipment used to support the Limited Jurisdiction Court shall be paid to Arizona Office of the Courts by the Town of Miami.
  - b The Town of Miami is responsible for the costs associated with the Miami Magistrate Court's triennial audit as required under the Arizona Office of the Courts' minimum accounting standards.
3. **Compensation**
  - a. As full and completed compensation for services provided pursuant to this Amendment 3, the Town shall pay the County fees at a reduced rate of \$1,204.54 per month per the terms of the original IGA for consolidated administration and operation of Limited Jurisdiction Court.
4. All other terms, conditions and provisions of the Agreement shall remain the same and apply during the renewal period.

Description	Annual Cost
Facility	\$ 1,337.40
Utilities/Security	\$ 1,106.05
Operational Expense	\$ 2,690.43
Personnel	\$ 23,775.07
Total	\$ 28,908.95
Monthly Fee	\$ 2,409.08
Reduced rate per agreement	\$ 1,204.54



**IN WITNESS THEREOF**, the parties to this Intergovernmental Agreement No. 012219 Amendment No. 3, have caused their names to be affixed hereto by their proper offices on the date indicated above.

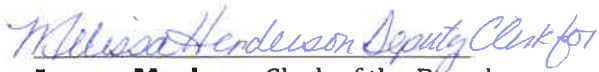
GILA COUNTY BOARD OF SUPERVISORS

  
Chairman of the Board

TOWN OF MIAMI



ATTEST

  
**James Menlove**, Clerk of the Board

ATTEST



APPROVED AS TO FORM

  
The Gila County Attorney's Office

APPROVED AS TO FORM



**APPROVED AS TO FORM AND SUBSTANCE:**

  
Honorable Timothy Wright, Presiding Judge

Gila County Superior Court

Date: 3/8/22

**Schedule A**  
**to**  
**Intergovernmental Agreement No. 012219 Amendment No. 3**  
**By and between**  
**Town of Miami and Gila County**  
**PAYMENT SCHEDULE FOR ARREAGES**

**Remaining Arrearage as of 7/1/2022**

<b>Date</b>		<b>Payment Amount</b>		<b>Balance</b>
22-Jul		5,000.00		43,968.00
22-Aug		5,000.00		38,968.00
22-Sep		5,000.00		33,968.00
22-Oct		5,000.00		28,968.00
22-Nov		5,000.00		23,968.00
22-Dec		5,000.00		18,968.00
23-Jan		5,000.00		13,968.00
23-Feb		5,000.00		8,968.00
23-Mar		5,000.00		3,968.00
23-Apr		3,968.00		-0- -

**AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT NO. 012219**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**THE TOWN OF MIAMI**

**RECITALS**

**WHEREAS**, the parties have entered into Intergovernmental Agreement No. 012219 dated February 5, 2019 (the "Agreement"), which provides for consolidated administration and operation of Limited Jurisdiction Courts; and

**WHEREAS**, the Agreement expires on June 30, 2021 and the parties chose to exercise the option to renew for one additional year period.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Amendment 2 and of the mutual benefits to result therefrom, the Agreement is hereby amended as follows:

1. Amendment No. 2 The term of the Agreement is hereby extended to expire on June 30, 2022.
2. Will continue to serve to clarify responsible party for certain charges for Limited Jurisdiction Court.
  - a All expenses for ACAP equipment used to support the Limited Jurisdiction Court shall be paid to Arizona Office of the Courts by the Town of Miami.
  - b The Town of Miami is responsible for the costs associated with the Miami Magistrate Court's triennial audit as required under the Arizona Office of the Courts' minimum accounting standards.
3. **Compensation**
  - a. As full and completed compensation for services provided pursuant to this Amendment 1, the Town shall pay the County fees at a reduced rate of \$1,524.75 per month per the terms of the original IGA for consolidated administration and operation of Limited Jurisdiction Court.

Description	Annual Cost
Facility	\$ 1,337.40
Utilities/Security	\$ 1,092.24
Operational Expense	\$ 3,912.57
Personnel	\$ 30,251.80
Total	\$ 36,594.01

- 4. All other terms, conditions and provisions of the Agreement shall remain the same and apply during the renewal period.**

***IN WITNESS THEREOF***, the parties to this Intergovernmental Agreement No. 012219, have caused their names to be affixed hereto by their proper offices on the date indicated above.

**GILA COUNTY BOARD OF SUPERVISORS**

TOWN OF MIAMI

**Tim Humphrey, Chairman of the Board**

S. Gonzalez

**ATTEST**

**ATTEST**

**Marian Sheppard, Clerk of the Board**

APPROVED AS TO FORM

**APPROVED AS TO FORM**



## The Gila County Attorney's Office

**APPROVED AS TO FORM AND SUBSTANCE:**

**Honorable Timothy Wright, Presiding Judge**

**Gila County Superior Court**

Date: 4/6/21

**AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT NO. 012219**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**THE TOWN OF MIAMI**

**RECITALS**

**WHEREAS**, the parties have entered into Intergovernmental Agreement No. 012219 dated February 5, 2019 (the "Agreement"), which provides for consolidated administration and operation of Limited Jurisdiction Courts; and

**WHEREAS**, the Agreement expires on June 30, 2020 and the parties chose to exercise the option to renew for one additional year period.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Amendment 1 and of the mutual benefits to result therefrom, the Agreement is hereby amended as follows:


1. Amendment No. 1 The term of the Agreement is hereby extended to expire on June 30, 2021.
2. Will serve to clarify responsible party for certain charges for Limited Jurisdiction Court.
  - a All expenses for ACAP equipment used to support the Limited Jurisdiction Court shall be paid to Arizona Office of the Courts by the Town of Miami.
  - b The Town of Miami is responsible for the payment to Arizona Office of the Courts for the Limited Jurisdiction Court's triennial audit.
3. **Compensation**
  - a. As full and completed compensation for services provided pursuant to this Amendment 1, the Town shall pay the County fees at a rate of \$1,732.17 per month for consolidated administration and operation of Limited Jurisdiction Court.

Description	Annual Cost
Facility	\$ 3,102.77
Utilities/Security	\$ 2,267.11
Operational Expenses	\$ 8,089.04
Personnel	\$ 28,113.12
Total	\$ 41,572.04
Annual Fee Billed at Reduced Rate	\$ 20,786.02
Monthly Fee Due	\$ 1,732.17

4. All other terms, conditions and provisions of the Agreement shall remain the same and apply during the renewal period.

**IN WITNESS THEREOF**, the parties to this Intergovernmental Agreement No. 012219, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

  
Woody Cline, Chairman of the Board

TOWN OF MIAMI



ATTEST

  
Marian Sheppard, Clerk of the Board


ATTEST



APPROVED AS TO FORM



APPROVED AS TO FORM

  
The Gila County Attorney's Office

**INTERGOVERNMENTAL AGREEMENT NO. 012219**

**By and between  
TOWN OF MIAMI and Gila County**

**CONSOLIDATED ADMINISTRATION AND OPERATION  
OF LIMITED JURISDICTION COURTS**

***THIS INTERGOVERNMENTAL AGREEMENT*** ["Agreement"] is made and entered into effective this 5<sup>th</sup> day of February, 2019, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County," and the Town of Miami, a municipal corporation of the State of Arizona, hereinafter referred to as "Town," witnesses as follows:

**RECITALS**

***WHEREAS***, Arizona law, at A.R.S. §11-951, et seq., authorizes the various political subdivisions of the State to enter into agreements for the purpose of providing for the joint exercise of their respective governmental powers for the public benefit; and

***WHEREAS***, the Town staffs and operates a limited jurisdiction, non-record Court, to wit: Miami Municipal Court (hereinafter "Municipal Court"); and

***WHEREAS***, County staffs and operates a limited jurisdiction non-record Court, to wit: Globe Regional Justice Court (hereinafter "Justice Court"); and

***WHEREAS***, it is the intent and desire of the parties hereto to provide for the common administration and operation of the Municipal Court and the Justice Court (hereinafter collectively "the Courts") to the greatest extent possible under the laws of the State of Arizona; and

***WHEREAS***, A.R.S. §11-952(J) specifically provides that public agencies may enter into intergovernmental agreements with the superior court, justice court, and magistrate court concerning related services and facilities for a term not to exceed ten years, with the approval of any such agreement by the Presiding Judge of the Superior Court in the county in which the court or courts providing the services or facilities are located; and

***WHEREAS***, the parties entered into similar agreements and amendments dated December 14, 1998; March 23, 1999; November 5, 2002; August 2, 2005; and June 3, 2014 collectively the "Prior Agreements"; and

***WHEREAS***, Article 6, Section 31 of the Constitution of Arizona was amended to permit non-lawyers to serve as pro tempore Justices of the Peace; and

***WHEREAS***, the parties wish to simplify and clarify their relationships concerning the operation of the Municipal Court, the Justice Court, and the positions of pro tempore judicial officers of each.



***NOW, THEREFORE***, in consideration of the mutual promises and obligations set forth, the parties hereinabove identified agree as follows:

**1. TERM.**

- A. Except for the obligation to pay arrearages as provided in Section 4, this Agreement replaces and supersedes the Prior Agreements.
- B. The initial term of this Agreement shall be for two (2) years from July 1, 2018 to June 30, 2020 (the "Initial Term"), unless sooner terminated by either party hereto pursuant to the provisions hereof.
- C. At the end of the Initial Term, and any subsequent terms, this Agreement may be extended for additional one (1) year terms ("Extended Term"), unless sooner terminated pursuant to the provisions hereof.
- D. Either party may terminate this Agreement at any time with or without cause, upon ninety (90) days written notice to the other party. The parties shall cooperate to ensure a smooth transition so the operations of their respective courts are not disrupted.

**2. COUNTY TO ADMINISTER AND OPERATE THE COURTS.**

- A. County shall provide for the administration and operation of the Courts and shall, pursuant to the terms hereof, employ and supervise all non-judicial personnel necessary or expedient for the efficient and effective operation of the Courts.
- B. County, in discharge of the responsibilities provided for in subsection (A) of this Section 2, shall provide such personnel, administration, supervision, budgeting resources, furniture, fixtures, and office equipment as County, in the discretion and judgment of its County Manager, deems appropriate.
- C. The Chief Magistrate of the Municipal Court, as appointed from time to time by the Town Council of the Town, may also serve ex officio as Pro Tempore Justice of the Peace.
- D. The Justice of the Peace as elected every four years may also serve ex officio as Pro Tempore Town Magistrate.
- E. The Justice of the Peace shall also serve as the Presiding Judge of the Courts and, in such capacity, shall be responsible for the hiring, promotion, demotion, discipline, and discharge of the non-judicial personnel; the presentation of an annual operating budget; the choice, acquisition, and replacement of necessary furnishings including, but not limited to, furniture and office equipment; and such other administrative responsibilities as may be necessary or desirable for the effective function of the

Courts. Said Justice of the Peace shall not exercise or attempt to exercise supervisory or administrative control over the conduct or caseload of the Town Magistrate. The Globe Regional Justice Court will process Miami Magistrate cases as is currently being done, and provide a hearing room or courtroom availability for hearings and trials. No separate office or work space will be provided for the magistrate. All scheduling will be completed by the Globe Regional Justice Court staff, according to the Justice of the Peace's direction.

- F. The Miami Magistrate shall prepare and be responsible for all required monthly, quarterly, yearly, and other reports to the Administrative Office of the Courts (AOC), the Town Council, the Gila County Board of Supervisors, and any other necessary entity. Further, the Miami Magistrate shall prepare, process, and be responsible for all financial reports required and shall process all Fines/Fees and Restitution Enforcement (FARE) and TIPS funds for that Court. No justice court employees shall be used to prepare, process, or be responsible for any of the above financial data; however, receipting of finalized FARE and TIPS funds may be processed by justice court clerks.

### **3. TOWN TO PROVIDE FUNDING.**

- A. The Town of Miami shall pay a fee of \$19,121 for the first-year of this Agreement (July 1, 2018 through June 30, 2019) payable in twelve monthly installments of \$1,593.42 each on the first of each month.
- B. In February of each year of this Agreement during the Initial Term and any Extended Term, the County will review and provide notice to the Town of the annual fee to be charged to the Town for the next year beginning July 1 of such year, according to the following formula:
  - (1) The annual fee will be calculated on the actual cost of the following factors and paid in twelve (12) monthly increments:
    - a. County support staff directly attributable to the administration and operation of the Court – 5% of non-judicial personnel costs
    - b. Square footage attributable to County facilities utilized by the Court – 20% of the actual square footage cost to the County.
    - c. Operating supplies and utilities attributable to the operation and use by the Court – 20% of the actual cost of the operating supplies and utilities
  - (2) Commencing in year 2 of the Initial Term (July 1, 2019) and for any Extended Term, the Town shall pay the annual fees as calculated above at a reduced rate of 50% until May 2023 at which time the balance of the arrearages will be paid in full.

(3) Payments are due by the 15<sup>th</sup> of each month for the preceding month.

(4) Arizona Administrative Office of the Courts will invoice fees for equipment that is used by the Magistrate Court twice annually. County will pay Administrative Office of the Court (AOC) for the computer equipment fees for the Magistrate Court and Town will promptly, upon presentation of an invoice from County will reimburse County for this expense (ACAP Chargeback Costs).

**4. PAYMENT OF ARREARAGE.**

A. In addition to the monthly fees due hereunder, the Town shall pay a minimum payment each month in the amount set for in Schedule "A" attached hereto and incorporated herein by this reference until the total balance of the past due amount under the Prior Agreements of \$152,968 is paid in full.

**5. NON-PAYMENT**

A. In the event the payment for current charges becomes past due by thirty (30) days the Town Manager and County Manager will be notified in writing requesting immediate payment. If payment is not received within seven (7) days after notification a notice to terminate the Agreement will be issued and the following options will be mutually determined by the Town and the County.

(1) Option 1 – County will incorporate all Magistrate filings into the Justice Court and will bear all the costs of operations and receive the revenue.

(2) Option 2 – The Town will relocate the Magistrate Court and will assume all costs to relocate and operate the Court. The Town and County will mutually agree on the date of dissolution.

**6. THE COURTS TO MAINTAIN SEPARATE IDENTITIES.**

A. Notwithstanding the provisions of this Agreement, each of the Courts shall, at all times, retain its separate legal identity. The cases filed in each such Court shall be separately docketed and the revenues of each such Court, whether in the form of filing fees, fines, or any other source of revenue whatsoever, shall be separately accounted for and credited. The revenues of the Justice Court shall be and remain County revenues; the revenues of the Municipal Court shall be and remain Town revenues.

B. The County and Town agree that each shall be responsible for the action of its own officers, employees, agents, and representatives, and each agrees to hold harmless and indemnify the other from any and all claims, suits, demands, actions, proceedings, loss, cost, and damages of every kind and description including, but not limited to, reasonable attorneys' fees and/or litigation expenses arising out of the actions of its

own officers, employees, agents, and representatives in connection with or incidental to the performance of this Agreement.

**7. APPROVAL OF PRESIDING JUDGE REQUIRED.**

Notwithstanding any of the provisions of this Agreement, this Agreement shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court in and for the County of Gila.

**8. FACILITIES.**

The Courts shall be located in a building provided by the County.

**9. COMPLIANCE WITH LAWS.**

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply and do not require an amendment.

**10. CANCELLATION FOR CONFLICT OF INTEREST.**

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

**11. IMMIGRATION LAW COMPLIANCE.**

As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

**12. GOVERNING LAW.**

This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

**13. 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.

**14. AMENDMENTS; INTEGRATION.**

This Agreement constitutes the entire agreement of the parties leading to the subject matter hereof. No amendment or modification of the terms hereof shall be of any force and effect unless approved by the Gila County Board of Supervisors, the Miami Town Council, legal counsel for both such Board of Supervisors and Town Council, and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Gila, and reduced to writing.

**IN WITNESS WHEREOF**, the parties hereto have set forth their hands through representatives duly so authorized, the day and date first above written.

**TOWN OF MIAMI**



Mayor

**GILA COUNTY**



, Chairman  
Gila County Board of Supervisors

**ATTEST:**



, Town Clerk

Date: 1-16-19

**ATTEST:**



Marian Sheppard, Clerk of the Board

Date: 2/5/19

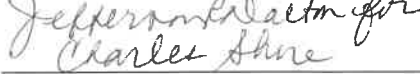
**APPROVED AS TO FORM:**



, Attorney for the Town of Miami

Date: 1-14-19

**APPROVED AS TO FORM:**



The Gila County Attorney's Office

Date: 2/5/2019

**APPROVED AS TO FORM AND SUBSTANCE:**

  
\_\_\_\_\_  
, Presiding Judge  
Gila County Superior Court  
Date: 2/6/19

**Schedule A**

**to**

**Intergovernmental Agreement No. 012219\_\_\_\_\_**

**By and between**

**Town of Miami and Gila County**

**PAYMENT SCHEDULE FOR ARREAGES**

<b>Date</b>	<b>Payment Amount</b>	<b>Balance</b>
18-Sep	500	152,468.00
18-Oct	500	151,968.00
18-Nov	500	151,468.00
18-Dec	500	150,968.00
19-Jan	500	150,468.00
19-Feb	500	149,968.00
19-Mar	500	149,468.00
19-Apr	500	148,968.00
19-May	500	148,468.00
19-Jun	500	147,968.00
19-Jul	500	147,468.00
19-Aug	500	146,968.00
19-Sep	2,000.00	144,968.00
19-Oct	2,000.00	142,968.00
19-Nov	2,000.00	140,968.00
19-Dec	2,000.00	138,968.00
20-Jan	2,000.00	136,968.00
20-Feb	2,000.00	134,968.00
20-Mar	2,000.00	132,968.00
20-Apr	2,000.00	130,968.00
20-May	2,000.00	128,968.00
20-Jun	2,000.00	126,968.00
20-Jul	2,000.00	124,968.00
20-Aug	2,000.00	122,968.00
20-Sep	2,000.00	120,968.00
20-Oct	2,000.00	118,968.00
20-Nov	2,000.00	116,968.00
20-Dec	2,000.00	114,968.00
21-Jan	2,000.00	112,968.00



21-Feb	2,000.00	110,968.00
21-Mar	2,000.00	108,968.00
21-Apr	2,000.00	106,968.00
21-May	2,000.00	104,968.00
21-Jun	2,000.00	102,968.00
21-Jul	2,000.00	100,968.00
21-Aug	2,000.00	98,968.00
21-Sep	5,000.00	93,968.00
21-Oct	5,000.00	88,968.00
21-Nov	5,000.00	83,968.00
21-Dec	5,000.00	78,968.00
22-Jan	5,000.00	73,968.00
22-Feb	5,000.00	68,968.00
22-Mar	5,000.00	63,968.00
22-Apr	5,000.00	58,968.00
22-May	5,000.00	53,968.00
22-Jun	5,000.00	48,968.00
22-Jul	5,000.00	43,968.00
22-Aug	5,000.00	38,968.00
22-Sep	5,000.00	33,968.00
22-Oct	5,000.00	28,968.00
22-Nov	5,000.00	23,968.00
22-Dec	5,000.00	18,968.00
23-Jan	5,000.00	13,968.00
23-Feb	5,000.00	8,968.00
23-Mar	5,000.00	3,968.00
23-Apr	3,968.00	-0-

**ARF-8701**

**Consent Agenda Item 3. B.**

**Regular BOS Meeting**

**Meeting Date:** 04/16/2024

**Reporting Period:** July 1, 2023 - March 31, 2024

**Submitted For:** Annie Hammer, Internal Auditor

**Submitted By:** Annie Hammer, Internal Auditor

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**Information**

**Subject**

Economic Development Funding Report for the reporting period of July 1, 2023 through March 31, 2024.

**Suggested Motion**

Approval of the Economic Development Funding Report for the reporting period of July 1, 2023, through March 31, 2024.

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**Attachments**

Economic Development Funding Report July 1,2023 through March 31,2024

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Disbursement Date	Non-Profit Organization or Program	Agreement With	BOS Approved Date	Check Amount in Fund 1870	Agreement Amount	
7/18/2023	Payson Book Festival	Payson Book Festival	7/18/2023	\$ 1,000.00	\$ 1,000.00	
7/19/2023	Louie E Higdon Post 1704 VFW	Louie E Higdon Post 1704 VFW	7/18/2023	\$ 21,450.00	Agenda Item says \$10,000 - agreement says \$21,450	
7/19/2023	George Belvado Jr Memorial Sports Association - an	George Belvado Jr Memorial Sports Ass	7/18/2023	\$ 5,000.00	\$ 5,000.00	
7/28/2023	Pleasant Valley Veterans Retreat Center	Pleasant Valley Veterans Retreat Center	7/18/2023		\$ 11,920.00	
8/1/2023	Payson Pilots Association Inc	Payson Pilots Association Inc	8/1/2023	\$ 1,200.00	\$ 1,000.00	
8/1/2023	Kaitie's Closet	Kaitie's Closet	8/1/2023	\$ 1,000.00	\$ 1,000.00	
8/4/2023	Pine Strawberry Fuel Reduction	Pine Strawberry Fuel Reduction	8/1/2023	\$ 5,000.00		
9/7/2023	Northern Gila County Fair	Northern Gila County Fair	9/5/2023	\$ 15,000.00	\$ 15,000.00	
9/5/2023	Pleasant Valley Community Council	Pleasant Valley Community Council	9/19/2023	\$ 10,000.00	\$ 10,000.00	
9/20/2023	Miami Genesis - FIESTA	Miami Genesis	9/19/2023	\$ 4,500.00	\$ 4,500.00	
9/25/2023	Cobre Valley Center for the Arts	Cobre Valley Center for the Arts	9/19/2023	\$ 1,000.00	\$ 1,000.00	
	Payson Elks	Payson Elks	9/19/2023		\$ 15,000.00	
10/10/2023	Payson Senior Center	Payson Senior Center	10/10/2023	\$ 20,000.00	\$ 20,000.00	
10/10/2023	Young Public Library	Young Public Library	10/10/2023	\$ 10,000.00	\$ 10,000.00	
10/11/2023	Rim Country Friends of Tonto Natural Bridge State P	Rim Country Friends of Tonto Natural B	10/10/2023	\$ 2,500.00	\$ 2,500.00	
10/11/2023	Pleasant Valley Veterans Retreat Center	Pleasant Valley Veterans Retreat Center	10/10/2023	\$ 4,500.00		
11/1/2023	Pleasant Valley Veterans Retreat Center	Pleasant Valley Veterans Retreat Center	10/24/2023		\$ 2,000.00	
11/1/2023	Pleasant Valley Veterans Retreat Center	Pleasant Valley Veterans Retreat Center	10/24/2023		\$ 4,500.00	
3/26/2024	Love Where You Live	Love Where You Live	11/7/2023	\$ 250.00	\$ 250.00	
11/14/2023	Rim Country Camera Club	Rim Country Camera Club	11/14/2023	\$ 7,370.71	\$ 7,370.71	
11/30/2023	SHOP WITH A HERO Payson Gila County Sheriff's Pos	Payson Gila County Sheriff's Posse	11/14/2023	\$ 6,000.00	\$ 6,000.00	
12/6/2023	Miami Genesis - Small Town Christmas	Miami Genesis	12/5/2023	\$ 2,000.00	\$ 2,000.00	
1/18/2024	Globe Miami Gun Club	Globe Miami Gun Club	1/2/2024	\$ 13,662.00	\$ 13,662.00	
3/12/2024	Hayden-Winkelman Little League	Hayden-Winkelman Little League	3/5/2024	\$ 500.00		
3/13/2024	Hayden-Winkelman USD #41 - SCHOLARSHIP	Hayden-Winkelman USD #41	3/5/2024	\$ 1,500.00		
3/28/2024	Rim Country Chamber of Commerce	Rim Country Chamber of Commerce	3/19/2024	\$ 2,500.00	\$ 2,500.00	
11/7/2023	Gila County Gem & Mineral Society	Gila County Gem & Mineral Society	11/7/2023	\$ 4,000.00		
1/18/2024	Globe Miami Gun Club	Globe Miami Gun Club			\$ 10,000.00	
2/6/2024	Brownsville Western Heritage	Brownsville Western Heritage	2/6/2024	\$ 5,000.00		
YTD 3/31/24:				\$ 139,932.71		

**ARF-8690**

**Consent Agenda Item 3. C.**

**Regular BOS Meeting**

**Meeting Date:** 04/16/2024

**Reporting Period:** March 1, 2024 - March 31, 2024

**Submitted For:** Amber Warden, Accounting Manager

**Submitted By:** Amber Warden, Accounting Manager

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**Information**

**Subject**

Finance reports/demands/transfers for the reporting period of March 1, 2024, through March 31, 2024.

**Suggested Motion**

Approval of financial reports/demands/transfers for the reporting period of March 1, 2024, through March 31, 2024.

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**Attachments**

Finance Report 03-01-24 to 03-31-24

Finance Report 03-01-24 to 03-31-24 Voids

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# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
327904	03/01/2024	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,065.57
327905	03/01/2024	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$252,104.20
327906	03/01/2024	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$203,871.80
327907	03/01/2024	Accounts Payable	AZCOPS	\$13.50
327908	03/01/2024	Accounts Payable	CHILD SUPPORT SERVICES MONTANA	\$189.00
327909	03/01/2024	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$3,566.63
327910	03/01/2024	Accounts Payable	CORP - AOC	\$19,739.93
327911	03/01/2024	Accounts Payable	CORP - DISPATCHER	\$381.92
327912	03/01/2024	Accounts Payable	Corrections Officer Retirement Plan	\$7,889.19
327913	03/01/2024	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$50.68
327914	03/01/2024	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$13,906.95
327915	03/01/2024	Accounts Payable	EORP LEGACY	\$19,390.88
327916	03/01/2024	Accounts Payable	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$387.50
327917	03/01/2024	Accounts Payable	FRATERNAL ORDER OF POLICE	\$104.96
327918	03/01/2024	Accounts Payable	GILSBAR FSA	\$1,378.45
327919	03/01/2024	Accounts Payable	GILSBAR HSA	\$3,634.99
327920	03/01/2024	Accounts Payable	JP MORGAN CHASE DOR	\$27,280.45
327921	03/01/2024	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$85,580.97
327922	03/01/2024	Accounts Payable	JP MORGAN CHASE FICA EE	\$72,118.77
327923	03/01/2024	Accounts Payable	JP MORGAN CHASE FICA ER	\$72,118.77
327924	03/01/2024	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$16,959.39
327925	03/01/2024	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$16,959.39
327926	03/01/2024	Accounts Payable	METLIFE	\$100.00
327927	03/01/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$3,683.16
327928	03/01/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,490.00
327929	03/01/2024	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$11,166.05
327930	03/01/2024	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$700.00
327931	03/01/2024	Accounts Payable	Public Safety Personnel Retirement System	\$18,254.15
327932	03/01/2024	Accounts Payable	SECURITY BENEFIT GROUP	\$2,048.33
327933	03/01/2024	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,268.05

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

327934	03/01/2024	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$409.46
327935	03/01/2024	Accounts Payable	United Auto Credit Corporation	\$93.52
327936	03/01/2024	Accounts Payable	United Fund of Globe-Miami, Inc.	\$89.62
327937	03/01/2024	Accounts Payable	Valencia, Lisa	\$2,100.00
327938	03/01/2024	Accounts Payable	Affilion of Cobre Valley PLLC	\$412.58
327939	03/01/2024	Accounts Payable	All Copy Product Inc	\$71.73
327940	03/01/2024	Accounts Payable	Allegiance Builders LLC	\$11,041.00
327941	03/01/2024	Accounts Payable	Arizona Public Service	\$46,184.17
327942	03/01/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$24.92
327943	03/01/2024	Accounts Payable	Arizona Water Company	\$545.21
327944	03/01/2024	Accounts Payable	Barajas, Savannah	\$98.75
327945	03/01/2024	Accounts Payable	Belling , Maryn	\$425.75
327946	03/01/2024	Accounts Payable	Blevins , Debra	\$106.11
327947	03/01/2024	Accounts Payable	Centerline Supply, Inc	\$1,390.08
327948	03/01/2024	Accounts Payable	CenturyLink	\$586.33
327949	03/01/2024	Accounts Payable	Cobre Valley Publishing	\$413.20
327950	03/01/2024	Accounts Payable	Cobre Valley Regional Medical Center	\$957.08
327951	03/01/2024	Accounts Payable	Coremr, LC	\$250.00
327952	03/01/2024	Accounts Payable	CorrectCare Integrated Health LLC	\$600.00
327953	03/01/2024	Accounts Payable	County of Graham	\$525.00
327954	03/01/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$4.27
327955	03/01/2024	Accounts Payable	CRM of America LLC	\$9,462.91
327956	03/01/2024	Accounts Payable	Earth Mover Tire Sales, Inc.	\$973.89
327957	03/01/2024	Accounts Payable	Empire Southwest LLC	\$6,218.77
327958	03/01/2024	Accounts Payable	Engler, Donald , Bryan	\$98.24
327959	03/01/2024	Accounts Payable	FX Tactical, LLC.	\$82.37
327960	03/01/2024	Accounts Payable	Gonzales, Timothy, P	\$50.00
327961	03/01/2024	Accounts Payable	Gore , Stella	\$76.95
327962	03/01/2024	Accounts Payable	Griffin, Darryl, W	\$158.61
327963	03/01/2024	Accounts Payable	High Country Plumbing, Inc.	\$220.00
327964	03/01/2024	Accounts Payable	Iron Mountain	\$360.27
327965	03/01/2024	Accounts Payable	John S. Perlman	\$1,172.50
327966	03/01/2024	Accounts Payable	Lagunas , David	\$47.16

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

327967	03/01/2024	Accounts Payable	LBiSat LLC	\$152.00
327968	03/01/2024	Accounts Payable	Lynch, Hannah	\$22.73
327969	03/01/2024	Accounts Payable	Malwarebytes Inc.	\$16,485.00
327970	03/01/2024	Accounts Payable	Melford, Carl	\$25.54
327971	03/01/2024	Accounts Payable	Merck Sharp & Dohme Corp.	\$5,635.89
327972	03/01/2024	Accounts Payable	Mountain View Dentistry	\$212.50
327973	03/01/2024	Accounts Payable	Multitech	\$61.00
327974	03/01/2024	Accounts Payable	Napa Auto Parts	\$993.47
327975	03/01/2024	Accounts Payable	NJA One Enterprises	\$64.56
327976	03/01/2024	Accounts Payable	O'Reilys Auto Parts	\$139.57
327977	03/01/2024	Accounts Payable	Occupational Health Centers of the Southwest, P.A.	\$449.00
327978	03/01/2024	Accounts Payable	OffenderWatch	\$89.08
327979	03/01/2024	Accounts Payable	Ornelas, Cassie, L	\$106.11
327980	03/01/2024	Accounts Payable	Perez, Taylor	\$442.10
327981	03/01/2024	Accounts Payable	Poarch, Tiffany, A	\$151.96
327982	03/01/2024	Accounts Payable	Quality Pumping	\$186.12
327983	03/01/2024	Accounts Payable	Queen Creek Law Firm	\$2,500.00
327985	03/01/2024	Accounts Payable	RKS Auto Parts	\$925.78
327986	03/01/2024	Accounts Payable	Robert W Precht Attorney at Law	\$12,600.00
327987	03/01/2024	Accounts Payable	San Diego Police Equipment Co Inc	\$10,584.10
327988	03/01/2024	Accounts Payable	Senergy Petroleum	\$21,457.98
327989	03/01/2024	Accounts Payable	State of Arizona	\$5,500.00
327990	03/01/2024	Accounts Payable	State of Arizona	\$117,767.00
327991	03/01/2024	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$2,925.60
327992	03/01/2024	Accounts Payable	SurveyMonkey Inc	\$514.33
327993	03/01/2024	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
327994	03/01/2024	Accounts Payable	Tri-City Fire District	\$2,628.50
327995	03/01/2024	Accounts Payable	UniFirst Corporation	\$82.02
327996	03/01/2024	Accounts Payable	Verizon Wireless Services	\$1,394.69
327997	03/01/2024	Accounts Payable	Voakes, Donald, R	\$375.00
327998	03/01/2024	Accounts Payable	Wicks Machine & Diesel	\$33,319.42
327999	03/04/2024	Accounts Payable	Arizona Department of Administration	\$1,276.66
328000	03/05/2024	Accounts Payable	Arizona Department of Environmental Quality	\$714.00



# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328001	03/05/2024	Accounts Payable	Arizona Water Company	\$1,292.51
328002	03/05/2024	Accounts Payable	AT&T	\$34.60
328003	03/05/2024	Accounts Payable	AT&T	\$11,482.26
328004	03/05/2024	Accounts Payable	Branson, Robert	\$409.85
328005	03/05/2024	Accounts Payable	C&M Communications LLC	\$9,770.10
328006	03/05/2024	Accounts Payable	CenturyLink	\$1,852.31
328007	03/05/2024	Accounts Payable	CenturyLink Business Services	\$493.29
328008	03/05/2024	Accounts Payable	Copper Wren Law LLC	\$10,800.00
328009	03/05/2024	Accounts Payable	CRM of America LLC	\$3,331.46
328010	03/05/2024	Accounts Payable	Diana G. Montgomery PLLC	\$3,600.00
328011	03/05/2024	Accounts Payable	Digital Imaging Systems, LLC	\$222.82
328012	03/05/2024	Accounts Payable	Emily Danies Attorney at Law LLC	\$6,000.00
328013	03/05/2024	Accounts Payable	Geiser, PLC, Raymond	\$9,300.00
328014	03/05/2024	Accounts Payable	Gila County Government	\$234.26
328015	03/05/2024	Accounts Payable	Gila County Government	\$13.00
328016	03/05/2024	Accounts Payable	Green Hill LLC	\$2,050.00
328017	03/05/2024	Accounts Payable	Martinez, Lori	\$370.00
328018	03/05/2024	Accounts Payable	McCutcheon, Psy.D., PLLC, Jeni	\$800.00
328019	03/05/2024	Accounts Payable	Miciotto, Madeline	\$466.90
328020	03/05/2024	Accounts Payable	Napa Auto Parts	\$350.03
328021	03/05/2024	Accounts Payable	Newman, William, D	\$250.00
328022	03/05/2024	Accounts Payable	O'Driscoll, Michael, J	\$303.75
328023	03/05/2024	Accounts Payable	OpenGov, Inc.	\$1,066.55
328024	03/05/2024	Accounts Payable	Payson Apartments	\$1,615.00
328025	03/05/2024	Accounts Payable	Printing By George	\$5,265.99
328026	03/05/2024	Accounts Payable	R&M Repeater	\$1,488.05
328027	03/05/2024	Accounts Payable	Sanders Family Transport	\$1,965.00
328028	03/05/2024	Accounts Payable	Senergy Petroleum	\$11,136.46
328029	03/05/2024	Accounts Payable	Southwest Gas	\$4,521.82
328030	03/05/2024	Accounts Payable	State of Arizona	\$82,564.33
328031	03/05/2024	Accounts Payable	TBS Waste LLC	\$126.50
328032	03/05/2024	Accounts Payable	Teletrac Navman US LTD	\$419.31
328033	03/05/2024	Accounts Payable	UniFirst Corporation	\$118.35

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328034	03/05/2024	Accounts Payable	US Postal Service Postage by Phone	\$2,034.00
328035	03/05/2024	Accounts Payable	Van Camp, Chance	\$400.00
328036	03/05/2024	Accounts Payable	Vasquez, Victor	\$5,550.00
328037	03/05/2024	Accounts Payable	Westwood Pharmacy Clinical Services	\$11,897.51
328038	03/07/2024	Accounts Payable	Americana Polygraph & Private Investigation Srvs	\$525.00
328039	03/07/2024	Accounts Payable	Arizona Department of Revenue	\$128.10
328040	03/07/2024	Accounts Payable	Center for Disease Detection LLC	\$76.50
328041	03/07/2024	Accounts Payable	Community Bridges, Inc.	\$825.00
328042	03/07/2024	Accounts Payable	Cooper Lopez & Associates PLLC	\$2,380.00
328043	03/07/2024	Accounts Payable	Cordant Health Solutions	\$11.00
328044	03/07/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$223.70
328045	03/07/2024	Accounts Payable	Dibble Engineering	\$15,928.03
328046	03/07/2024	Accounts Payable	EarthQuest Plumbing	\$379.36
328047	03/07/2024	Accounts Payable	Election Systems & Software, LLC	\$52,520.66
328048	03/07/2024	Accounts Payable	Gale	\$79.10
328049	03/07/2024	Accounts Payable	GreatAmerica Leasing Corporation	\$330.12
328050	03/07/2024	Accounts Payable	Green Valley Water	\$186.15
328051	03/07/2024	Accounts Payable	Gregan & Associates	\$6,300.00
328052	03/07/2024	Accounts Payable	Haverland, Mike , Lance	\$82.50
328053	03/07/2024	Accounts Payable	Interstate Copy Shop	\$49.65
328054	03/07/2024	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc.	\$31.58
328055	03/07/2024	Accounts Payable	Law Office of Eric G Crocker PLC	\$6,300.00
328056	03/07/2024	Accounts Payable	MDC Electrical Contractor LLC	\$4,350.39
328057	03/07/2024	Accounts Payable	Messinger Payson Funeral Home	\$1,148.02
328058	03/07/2024	Accounts Payable	Montano, Krystal	\$137.55
328059	03/07/2024	Accounts Payable	Mountain View Dentistry	\$609.02
328060	03/07/2024	Accounts Payable	Payson Roundup Newspaper	\$64.22
328061	03/07/2024	Accounts Payable	Pima County Government	\$20.00
328062	03/07/2024	Accounts Payable	Pride Plumbing	\$1,058.25
328063	03/07/2024	Accounts Payable	Razor Thin Media, LLC	\$2,000.00
328064	03/07/2024	Accounts Payable	RKS Auto Parts	\$360.10
328065	03/07/2024	Accounts Payable	Service Plus	\$1,283.08
328066	03/07/2024	Accounts Payable	Smith, Stephen, B	\$13,608.27

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328067	03/07/2024	Accounts Payable	The Arizona Partnership for Immunization	\$131.84
328068	03/07/2024	Accounts Payable	Trinity Services Group, Inc.	\$24,584.82
328069	03/07/2024	Accounts Payable	Urologic Surgeons of Arizona,PLC	\$89.12
328070	03/08/2024	Accounts Payable	ADP Interpreting, LLC	\$480.00
328071	03/08/2024	Accounts Payable	Amazon Capital Services Inc.	\$3,499.00
328072	03/08/2024	Accounts Payable	Arizona Department of Revenue	\$115.47
328073	03/08/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$146.52
328074	03/08/2024	Accounts Payable	Azure Services LLC	\$6,450.00
328075	03/08/2024	Accounts Payable	Canal Senior Apartments LP	\$50.00
328076	03/08/2024	Accounts Payable	CenturyLink	\$266.17
328077	03/08/2024	Accounts Payable	City of Globe	\$5,236.89
328078	03/08/2024	Accounts Payable	Clark Arizona Legal Services	\$7,425.00
328079	03/08/2024	Accounts Payable	Cordant Health Solutions	\$120.90
328080	03/08/2024	Accounts Payable	Cornett, Brandon, Bo	\$4,986.00
328081	03/08/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$223.70
328082	03/08/2024	Accounts Payable	Empire Southwest LLC	\$3,165.74
328083	03/08/2024	Accounts Payable	Gale	\$57.68
328084	03/08/2024	Accounts Payable	Gila County Government	\$255,292.34
328085	03/08/2024	Accounts Payable	Gila County Government	\$20.19
328086	03/08/2024	Accounts Payable	Gila County Government	\$155.89
328087	03/08/2024	Accounts Payable	Gila Sweeping LLC	\$590.00
328088	03/08/2024	Accounts Payable	Gisela Valley Community Affairs Association Inc.	\$25.00
328089	03/08/2024	Accounts Payable	GreatAmerica Leasing Corporation	\$158.52
328090	03/08/2024	Accounts Payable	Green Valley Apartments of Payson, LLC	\$50.00
328091	03/08/2024	Accounts Payable	Griffin's Propane, Inc.	\$3,335.21
328092	03/08/2024	Accounts Payable	Griffin's Propane, Inc.	\$3,802.54
328093	03/08/2024	Accounts Payable	Heatherly, Marian, E	\$4,312.50
328094	03/08/2024	Accounts Payable	JC Wordsmith Translation & Interpretation Inc.	\$570.00
328095	03/08/2024	Accounts Payable	LanguageLine Solutions	\$216.21
328096	03/08/2024	Accounts Payable	Law Office of David W Bell LLC	\$3,000.00
328097	03/08/2024	Accounts Payable	Lionbridge Technologies, Inc	\$21.08
328098	03/08/2024	Accounts Payable	Messinger Payson Funeral Home	\$574.01
328099	03/08/2024	Accounts Payable	Microage	\$55,888.50

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328100	03/08/2024	Accounts Payable	Monroe Systems for Business, Inc.	\$265.03
328101	03/08/2024	Accounts Payable	Mountain View Dentistry	\$3,175.17
328102	03/08/2024	Accounts Payable	Optimum	\$750.00
328103	03/08/2024	Accounts Payable	Pacific Office Automation	\$1,494.79
328104	03/08/2024	Accounts Payable	Payson Concrete & Materials, Inc.	\$1,911.18
328105	03/08/2024	Accounts Payable	Payson Roundup Newspaper	\$135.25
328106	03/08/2024	Accounts Payable	Quadient Leasing USA, Inc.	\$1,688.60
328107	03/08/2024	Accounts Payable	RKS Auto Parts	\$694.34
328108	03/08/2024	Accounts Payable	Rohtert, Jannette, C	\$723.28
328109	03/08/2024	Accounts Payable	Salt River Project	\$390.77
328110	03/08/2024	Accounts Payable	Sentinel Technologies, Inc.	\$5,534.97
328111	03/08/2024	Accounts Payable	Shred-It	\$178.13
328112	03/08/2024	Accounts Payable	Sparklight	\$148.07
328113	03/08/2024	Accounts Payable	State of Arizona	\$15.00
328114	03/08/2024	Accounts Payable	Suarez International	\$1,320.00
328115	03/08/2024	Accounts Payable	The University of Arizona	\$17,500.00
328116	03/08/2024	Accounts Payable	Thomson Reuters West	\$5,127.56
328117	03/08/2024	Accounts Payable	Triplet Mountain Communications, Inc.	\$6,048.07
328118	03/08/2024	Accounts Payable	UniFirst Corporation	\$307.02
328119	03/08/2024	Accounts Payable	Watson Label Products Corporation	\$2,711.32
328120	03/12/2024	Accounts Payable	Advantage Home Performance, Inc	\$12,826.00
328121	03/12/2024	Accounts Payable	Advantage Home Performance, Inc	\$9,534.00
328122	03/12/2024	Accounts Payable	American Guard Services Inc	\$33,170.50
328123	03/12/2024	Accounts Payable	Arizona Department of Environmental Quality	\$1,492.85
328124	03/12/2024	Accounts Payable	Arizona Public Service	\$522.18
328125	03/12/2024	Accounts Payable	AT&T Mobility LLC	\$87.06
328126	03/12/2024	Accounts Payable	Atomic Pest Control	\$127.00
328127	03/12/2024	Accounts Payable	C&M Communications LLC	\$836.22
328128	03/12/2024	Accounts Payable	CenturyLink	\$121.48
328129	03/12/2024	Accounts Payable	CenturyLink	\$785.44
328130	03/12/2024	Accounts Payable	Chambers, Bryan, B	\$318.88
328131	03/12/2024	Accounts Payable	City of Globe	\$22.21
328132	03/12/2024	Accounts Payable	Comfort Systems USA (Southwest) Inc	\$1,080.00

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328133	03/12/2024	Accounts Payable	Cordant Health Solutions	\$729.85
328134	03/12/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$996.76
328135	03/12/2024	Accounts Payable	CyberRisk Alliance LLC	\$15,000.00
328136	03/12/2024	Accounts Payable	Data Storage Centers, Inc.	\$783.50
328137	03/12/2024	Accounts Payable	Empire Southwest LLC	\$7,712.15
328138	03/12/2024	Accounts Payable	FedEx	\$15.17
328139	03/12/2024	Accounts Payable	Haverland, Mike , Lance	\$67.50
328140	03/12/2024	Accounts Payable	HLP, Inc.	\$11.55
328142	03/12/2024	Accounts Payable	Interplay Learning, Inc	\$6,336.00
328143	03/12/2024	Accounts Payable	JE Fuller/Hydrology & Geomorphology, Inc	\$7,180.00
328144	03/12/2024	Accounts Payable	Messinger Payson Funeral Home	\$716.33
328145	03/12/2024	Accounts Payable	Mohawk Automotive Lifts Southwest	\$345.00
328146	03/12/2024	Accounts Payable	Moores, Trent	\$131.37
328147	03/12/2024	Accounts Payable	Motorola Solutions Inc	\$162,760.97
328148	03/12/2024	Accounts Payable	Mountain View Dentistry	\$5,092.77
328149	03/12/2024	Accounts Payable	Napa Auto Parts	\$8,487.59
328150	03/12/2024	Accounts Payable	O'Neil Printing Inc.	\$4,013.45
328151	03/12/2024	Accounts Payable	O'Reilys Auto Parts	\$11.53
328152	03/12/2024	Accounts Payable	OffenderWatch	\$376.72
328153	03/12/2024	Accounts Payable	Optimum	\$134.45
328154	03/12/2024	Accounts Payable	Pine-Strawberry Water Improvement District	\$85.13
328155	03/12/2024	Accounts Payable	Rim Communications	\$1,560.94
328156	03/12/2024	Accounts Payable	RKS Auto Parts	\$677.76
328157	03/12/2024	Accounts Payable	Saguaro Diving & Sports Inc.	\$118.41
328158	03/12/2024	Accounts Payable	Skyline Builders & Restoration Inc	\$807.75
328159	03/12/2024	Accounts Payable	Southern Tire Mart LLC	\$320.70
328160	03/12/2024	Accounts Payable	Sparklight	\$4,605.84
328161	03/12/2024	Accounts Payable	State of Arizona	\$47,963.39
328162	03/12/2024	Accounts Payable	Town of Payson	\$1,622.48
328163	03/12/2024	Accounts Payable	Tri-City Fire District	\$1,272.06
328164	03/12/2024	Accounts Payable	UniFirst Corporation	\$88.90
328165	03/12/2024	Accounts Payable	Visus Engineering Construction, Inc	\$394,971.60
328166	03/12/2024	Accounts Payable	Waste Management of Arizona, Inc.	\$610.54

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328167	03/12/2024	Accounts Payable	Waters Sparkletts of Payson, LLC	\$51.00
328169	03/15/2024	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,065.57
328170	03/15/2024	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$250,548.54
328171	03/15/2024	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$201,710.65
328172	03/15/2024	Accounts Payable	AZCOPS	\$16.00
328173	03/15/2024	Accounts Payable	CHILD SUPPORT SERVICES MONTANA	\$189.00
328174	03/15/2024	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$3,483.87
328175	03/15/2024	Accounts Payable	CORP - AOC	\$20,721.30
328176	03/15/2024	Accounts Payable	CORP - DISPATCHER	\$381.91
328177	03/15/2024	Accounts Payable	CORP Cancer Insurance Program	\$100.00
328178	03/15/2024	Accounts Payable	Corrections Officer Retirement Plan	\$7,474.16
328179	03/15/2024	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$50.68
328180	03/15/2024	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$13,906.95
328181	03/15/2024	Accounts Payable	EORP LEGACY	\$19,447.32
328182	03/15/2024	Accounts Payable	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$387.50
328183	03/15/2024	Accounts Payable	FRATERNAL ORDER OF POLICE	\$104.96
328184	03/15/2024	Accounts Payable	GILSBAR FSA	\$1,378.45
328185	03/15/2024	Accounts Payable	GILSBAR HSA	\$3,579.99
328186	03/15/2024	Accounts Payable	JP MORGAN CHASE DOR	\$27,219.28
328187	03/15/2024	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$85,655.38
328188	03/15/2024	Accounts Payable	JP MORGAN CHASE FICA EE	\$71,778.81
328189	03/15/2024	Accounts Payable	JP MORGAN CHASE FICA ER	\$71,778.81
328190	03/15/2024	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$16,880.06
328191	03/15/2024	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$16,880.06
328192	03/15/2024	Accounts Payable	METLIFE	\$100.00
328193	03/15/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$3,593.16
328194	03/15/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,430.00
328195	03/15/2024	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$10,538.47
328196	03/15/2024	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$700.00
328197	03/15/2024	Accounts Payable	Public Safety Personnel Retirement System	\$17,887.52
328198	03/15/2024	Accounts Payable	SECURITY BENEFIT GROUP	\$2,048.33
328199	03/15/2024	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,268.05
328200	03/15/2024	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$409.46

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328201	03/15/2024	Accounts Payable	United Auto Credit Corporation	\$93.52
328202	03/15/2024	Accounts Payable	United Fund of Globe-Miami, Inc.	\$83.00
328203	03/15/2024	Accounts Payable	Aguero, Karen	\$162.44
328204	03/15/2024	Accounts Payable	All Copy Product Inc	\$433.70
328205	03/15/2024	Accounts Payable	Alliant Arizona Propane, LLC	\$98.53
328206	03/15/2024	Accounts Payable	Arizona Counties Insurance Pool	\$4,674.55
328207	03/15/2024	Accounts Payable	Arizona Energy Management & Remodel LLC	\$1,825.00
328208	03/15/2024	Accounts Payable	Arizona Public Service	\$649.47
328209	03/15/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$143.78
328210	03/15/2024	Accounts Payable	Ashworth, Martha	\$1,200.00
328211	03/15/2024	Accounts Payable	Barajas, Savannah	\$214.19
328212	03/15/2024	Accounts Payable	Bench, Rikki	\$2,760.00
328213	03/15/2024	Accounts Payable	Bernays, Michael, B	\$6,000.00
328214	03/15/2024	Accounts Payable	BI Inc	\$1,130.27
328215	03/15/2024	Accounts Payable	Braddock, Karrol, L	\$150.65
328216	03/15/2024	Accounts Payable	Carahsoft Technology Corporation	\$624.43
328217	03/15/2024	Accounts Payable	Castaneda, John, D	\$178.16
328218	03/15/2024	Accounts Payable	CenturyLink	\$748.42
328219	03/15/2024	Accounts Payable	Cluff, Ryan	\$558.82
328220	03/15/2024	Accounts Payable	Cobre Valley Publishing	\$197.81
328221	03/15/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$621.65
328222	03/15/2024	Accounts Payable	CRM of America LLC	\$742.86
328223	03/15/2024	Accounts Payable	Davies, Beth, A	\$150.00
328224	03/15/2024	Accounts Payable	DH Pace Company Inc.	\$3,467.20
328225	03/15/2024	Accounts Payable	Earth Mover Tire Sales, Inc.	\$930.85
328226	03/15/2024	Accounts Payable	EarthQuest Plumbing	\$2,630.10
328227	03/15/2024	Accounts Payable	Empire Southwest LLC	\$1,253.57
328228	03/15/2024	Accounts Payable	FSL Home Improvements	\$2,800.00
328229	03/15/2024	Accounts Payable	Garrett, Jake	\$721.64
328230	03/15/2024	Accounts Payable	Gila County Government	\$346.91
328231	03/15/2024	Accounts Payable	Grooms , Margarita	\$1,500.00
328232	03/15/2024	Accounts Payable	Hayden-Winkelman Little League	\$500.00
328233	03/15/2024	Accounts Payable	Hayden-Winkelman USD #41	\$1,500.00



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328234	03/15/2024	Accounts Payable	Heimer, Kacey	\$109.97
328235	03/15/2024	Accounts Payable	Hernandez, Sylvia , A	\$260.00
328236	03/15/2024	Accounts Payable	Hoffman, Yvette	\$25.00
328237	03/15/2024	Accounts Payable	Humane Society of Central AZ	\$694.92
328238	03/15/2024	Accounts Payable	Jafetsdottir, Svanhildur	\$1,987.50
328239	03/15/2024	Accounts Payable	JaniServ Inc	\$1,476.67
328240	03/15/2024	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$1,067.78
328241	03/15/2024	Accounts Payable	Kimley-Horn & Associates, Inc.	\$1,451.10
328242	03/15/2024	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc.	\$186.82
328243	03/15/2024	Accounts Payable	Little , Dorothy, A	\$560.00
328244	03/15/2024	Accounts Payable	Llewellyn, Lana	\$31.44
328245	03/15/2024	Accounts Payable	McKesson Medical-Surgical Government Solutions LLC	\$512.32
328246	03/15/2024	Accounts Payable	Microage	\$26,064.00
328247	03/15/2024	Accounts Payable	Mobile RV Service	\$2,600.00
328248	03/15/2024	Accounts Payable	Nader, Emily	\$206.98
328249	03/15/2024	Accounts Payable	Napa Auto Parts	\$270.01
328250	03/15/2024	Accounts Payable	Neil, Steve	\$298.03
328251	03/15/2024	Accounts Payable	O'Reilys Auto Parts	\$331.05
328252	03/15/2024	Accounts Payable	Occupational Health Centers of the Southwest, P.A.	\$345.00
328253	03/15/2024	Accounts Payable	OffenderWatch	\$184.28
328254	03/15/2024	Accounts Payable	Optimum	\$1,648.81
328255	03/15/2024	Accounts Payable	Palo Verde Behavioral Health	\$3,300.00
328256	03/15/2024	Accounts Payable	Payson Roundup Newspaper	\$242.22
328257	03/15/2024	Accounts Payable	Pinal County	\$10,063.00
328258	03/15/2024	Accounts Payable	Revize LLC	\$4,124.00
328259	03/15/2024	Accounts Payable	RKS Auto Parts	\$604.11
328260	03/15/2024	Accounts Payable	Sanders, Jacque, C	\$150.00
328261	03/15/2024	Accounts Payable	Schmitz, Evan	\$213.13
328262	03/15/2024	Accounts Payable	State of Arizona	\$2,265.00
328263	03/15/2024	Accounts Payable	Tim's Tire , LLC	\$185.00
328264	03/15/2024	Accounts Payable	Tioga Solor Gila, LLC	\$3,279.72
328265	03/15/2024	Accounts Payable	Tyler Technologies, Inc.	\$35,593.53
328266	03/15/2024	Accounts Payable	UniFirst Corporation	\$250.27

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328267	03/15/2024	Accounts Payable	Waters Sparkletts of Payson, LLC	\$141.50
328268	03/15/2024	Accounts Payable	Wilson Investigative Services	\$2,400.00
328269	03/15/2024	Accounts Payable	Wowza LLC	\$54,000.00
328270	03/15/2024	Accounts Payable	Zumar Industries Inc	\$7,763.47
328271	03/15/2024	Accounts Payable	Pina, Loren	\$20.00
328272	03/15/2024	Accounts Payable	Titla Sr, Phillip	\$40.00
328273	03/19/2024	Accounts Payable	Huddleston, James, E	\$60.00
328274	03/19/2024	Accounts Payable	Huddleston, James, E	\$175.00
328275	03/19/2024	Accounts Payable	Huddleston, James, E	\$635.00
328276	03/20/2024	Accounts Payable	Davies, Beth, A	\$150.00
328277	03/20/2024	Accounts Payable	Amazon Capital Services Inc.	\$346.40
328278	03/20/2024	Accounts Payable	Arizona Public Service	\$4,080.53
328279	03/20/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$32.04
328280	03/20/2024	Accounts Payable	Arizona Supreme Court	\$250.00
328281	03/20/2024	Accounts Payable	Arizona Water Company	\$69.71
328282	03/20/2024	Accounts Payable	CenturyLink	\$479.84
328283	03/20/2024	Accounts Payable	CenturyLink	\$83.84
328284	03/20/2024	Accounts Payable	Cobre Valley Regional Medical Center	\$32.00
328285	03/20/2024	Accounts Payable	Comfort Systems USA (Southwest) Inc	\$812.50
328286	03/20/2024	Accounts Payable	County of Yavapai	\$5,500.00
328287	03/20/2024	Accounts Payable	Dibble Engineering	\$654.53
328288	03/20/2024	Accounts Payable	Empire Southwest LLC	\$57.80
328289	03/20/2024	Accounts Payable	Haverland, Mike , Lance	\$63.75
328290	03/20/2024	Accounts Payable	Kimley-Horn & Associates, Inc.	\$6,750.00
328291	03/20/2024	Accounts Payable	Messinger Payson Funeral Home	\$1,148.02
328292	03/20/2024	Accounts Payable	Micro Distributing II, LTD	\$398.01
328293	03/20/2024	Accounts Payable	Microage	\$16,570.00
328294	03/20/2024	Accounts Payable	Napa Auto Parts	\$528.86
328295	03/20/2024	Accounts Payable	O'Driscoll, Michael, J	\$482.51
328296	03/20/2024	Accounts Payable	Optimum	\$145.94
328297	03/20/2024	Accounts Payable	Payson Justice Court	\$4.00
328298	03/20/2024	Accounts Payable	Payson Magistrate Court	\$9.19
328299	03/20/2024	Accounts Payable	Policy Development Group Inc.	\$5,000.00

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328300	03/20/2024	Accounts Payable	Pride Outfitting, LLC	\$5,964.35
328301	03/20/2024	Accounts Payable	ProForce Law Enforcement	\$2,930.00
328302	03/20/2024	Accounts Payable	RKS Auto Parts	\$88.81
328303	03/20/2024	Accounts Payable	Sanders Family Transport	\$3,400.00
328304	03/20/2024	Accounts Payable	Southwest Gas	\$209.51
328305	03/20/2024	Accounts Payable	TDS Telecom	\$117.39
328306	03/20/2024	Accounts Payable	UniFirst Corporation	\$90.79
328307	03/20/2024	Accounts Payable	United States Postal Service	\$10,000.00
328308	03/20/2024	Accounts Payable	Verizon Wireless Services	\$23,017.63
328309	03/26/2024	Accounts Payable	Advantage Home Performance, Inc	\$36,163.00
328310	03/26/2024	Accounts Payable	Alden, Susan	\$258.30
328311	03/26/2024	Accounts Payable	Allen, George	\$49.51
328312	03/26/2024	Accounts Payable	Arizona Department of Economic Security	\$300.00
328313	03/26/2024	Accounts Payable	Arizona Department of Revenue	\$25.00
328314	03/26/2024	Accounts Payable	Arizona Department of Revenue	\$51.26
328315	03/26/2024	Accounts Payable	Arizona Law Enforcement Radar Technology	\$1,320.61
328316	03/26/2024	Accounts Payable	Arizona Public Service	\$1,163.83
328317	03/26/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$223.78
328318	03/26/2024	Accounts Payable	Arizona Supreme Court	\$10,486.22
328319	03/26/2024	Accounts Payable	Armer, Claudia, Sue	\$258.30
328320	03/26/2024	Accounts Payable	Armer, John, R	\$258.30
328321	03/26/2024	Accounts Payable	ATC Group Services LLC	\$102,164.42
328322	03/26/2024	Accounts Payable	Baer, Jeffrey	\$388.55
328323	03/26/2024	Accounts Payable	Barnaby, Steven, L	\$287.00
328324	03/26/2024	Accounts Payable	Barnes, Cynthia	\$258.30
328325	03/26/2024	Accounts Payable	Barry A. Standifird P.C.	\$9,300.00
328326	03/26/2024	Accounts Payable	Belarde, Estelle, K	\$287.00
328327	03/26/2024	Accounts Payable	Bode Cellmark Forensics Inc.	\$2,940.00
328328	03/26/2024	Accounts Payable	Branson, Robert	\$410.00
328329	03/26/2024	Accounts Payable	Britain, Rodney	\$287.00
328330	03/26/2024	Accounts Payable	Broeder, Charles	\$34.45
328331	03/26/2024	Accounts Payable	Broere, Claudia	\$258.30
328332	03/26/2024	Accounts Payable	Burnette , Vino	\$287.00

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328333	03/26/2024	Accounts Payable	C&M Communications LLC	\$257.82
328334	03/26/2024	Accounts Payable	C-PEC Corp.	\$485.00
328335	03/26/2024	Accounts Payable	Campos, Antonella	\$258.30
328336	03/26/2024	Accounts Payable	Campos, Patricia, A	\$287.00
328337	03/26/2024	Accounts Payable	CenturyLink	\$1,330.68
328338	03/26/2024	Accounts Payable	CenturyLink	\$172.07
328339	03/26/2024	Accounts Payable	Charm-Tex Inc.	\$908.00
328340	03/26/2024	Accounts Payable	Chick, Katherine , L	\$258.30
328341	03/26/2024	Accounts Payable	Childs , Gary	\$258.30
328342	03/26/2024	Accounts Payable	Clark, Donna, C	\$258.30
328343	03/26/2024	Accounts Payable	CLIA Laboratory Program	\$248.00
328344	03/26/2024	Accounts Payable	Cole , Sarah, K	\$287.00
328345	03/26/2024	Accounts Payable	Conservation Legacy	\$17,500.00
328346	03/26/2024	Accounts Payable	CorrectCare Integrated Health LLC	\$768.00
328347	03/26/2024	Accounts Payable	Debrigida Law Offices, PLLC	\$3,000.00
328348	03/26/2024	Accounts Payable	DeLage, Darlene	\$258.30
328349	03/26/2024	Accounts Payable	Dellenback, Rebecca	\$258.30
328350	03/26/2024	Accounts Payable	Derise, Mary, Ellen	\$287.00
328351	03/26/2024	Accounts Payable	Douglas A. Bergstrom, Ph.D., PLLC	\$375.00
328352	03/26/2024	Accounts Payable	Earth Mover Tire Sales, Inc.	\$2,403.67
328353	03/26/2024	Accounts Payable	Edwards , Paul, L	\$258.30
328354	03/26/2024	Accounts Payable	Elia, Kim	\$258.30
328355	03/26/2024	Accounts Payable	Empire Southwest LLC	\$926.50
328356	03/26/2024	Accounts Payable	Family Transitions of Arizona, LLC	\$730.00
328357	03/26/2024	Accounts Payable	Felix, George , Figueroa	\$258.30
328358	03/26/2024	Accounts Payable	Felix, Rachel	\$258.30
328359	03/26/2024	Accounts Payable	Flores, Lori, A	\$258.30
328360	03/26/2024	Accounts Payable	Forest Hills LLC	\$2,510.00
328361	03/26/2024	Accounts Payable	Foster, Rosalie	\$258.30
328362	03/26/2024	Accounts Payable	Gale	\$388.09
328363	03/26/2024	Accounts Payable	Geiser, PLC, Raymond	\$900.00
328364	03/26/2024	Accounts Payable	Gibson, Bonita, O	\$258.30
328365	03/26/2024	Accounts Payable	Hammond , Virginia , F	\$258.30

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328366	03/26/2024	Accounts Payable	Hargis, Susan	\$258.30
328367	03/26/2024	Accounts Payable	Hathaway, James , D	\$258.30
328368	03/26/2024	Accounts Payable	Herren, Cynthia	\$258.30
328369	03/26/2024	Accounts Payable	Hicks , Shane	\$249.15
328370	03/26/2024	Accounts Payable	Hoey, Michelle, D	\$128.38
328371	03/26/2024	Accounts Payable	Huber, Linda, D	\$258.30
328372	03/26/2024	Accounts Payable	Huggins, Ricki, S	\$63.86
328373	03/26/2024	Accounts Payable	Inland Kenworth (US), Inc	\$135.54
328374	03/26/2024	Accounts Payable	Interstate Copy Shop	\$2,785.70
328375	03/26/2024	Accounts Payable	K-9 Defense LLC	\$1,600.00
328376	03/26/2024	Accounts Payable	Kahn, Verna, M	\$258.30
328377	03/26/2024	Accounts Payable	Key, Brenda, J	\$287.00
328378	03/26/2024	Accounts Payable	Kirch, Mark	\$287.00
328379	03/26/2024	Accounts Payable	Koch, Betty, S	\$258.30
328380	03/26/2024	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc.	\$2,096.51
328381	03/26/2024	Accounts Payable	Labonte, Cole	\$1,250.00
328382	03/26/2024	Accounts Payable	Law Office of Jonathan L Warshaw PLLC	\$6,300.00
328383	03/26/2024	Accounts Payable	Lovdahl JR, Richard, H	\$258.30
328384	03/26/2024	Accounts Payable	Love Where You Live	\$250.00
328385	03/26/2024	Accounts Payable	Lupe, Randy	\$258.30
328386	03/26/2024	Accounts Payable	Martin, Nathan, H	\$258.30
328387	03/26/2024	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$1,726.14
328388	03/26/2024	Accounts Payable	McCarville, Theresa , Whitfill	\$258.30
328389	03/26/2024	Accounts Payable	McDonald , Rebekah	\$258.30
328390	03/26/2024	Accounts Payable	MCI Communication Services, Inc.	\$38.50
328391	03/26/2024	Accounts Payable	McKesson Medical-Surgical Government Solutions LLC	\$460.51
328392	03/26/2024	Accounts Payable	Messinger Payson Funeral Home	\$435.00
328393	03/26/2024	Accounts Payable	Microage	\$16,685.69
328394	03/26/2024	Accounts Payable	Modglin, Lisa, M	\$120.00
328395	03/26/2024	Accounts Payable	Moors, Amanda	\$35.16
328396	03/26/2024	Accounts Payable	MRI Software LLC	\$1,164.30
328397	03/26/2024	Accounts Payable	Napa Auto Parts	\$1,472.35
328398	03/26/2024	Accounts Payable	Neil, Steve	\$113.97

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328399	03/26/2024	Accounts Payable	Nelson, Lois, A	\$258.30
328400	03/26/2024	Accounts Payable	Newman, William, D	\$1,000.00
328401	03/26/2024	Accounts Payable	Northstar Transport LLC	\$25,000.00
328402	03/26/2024	Accounts Payable	O'Reilys Auto Parts	\$45.07
328403	03/26/2024	Accounts Payable	ODP Business Solutions, LLC	\$348.48
328404	03/26/2024	Accounts Payable	Pacific Office Automation	\$1,348.42
328405	03/26/2024	Accounts Payable	Payson Rodeo Committee, Inc.	\$1,750.00
328406	03/26/2024	Accounts Payable	Payson Rodeo Committee, Inc.	\$2,100.00
328407	03/26/2024	Accounts Payable	Power , Victor, Owen	\$64.58
328408	03/26/2024	Accounts Payable	Quadient Leasing USA, Inc.	\$266.81
328409	03/26/2024	Accounts Payable	Quick , Tracy , L	\$258.30
328410	03/26/2024	Accounts Payable	Rigdon, Donald	\$34.45
328411	03/26/2024	Accounts Payable	Ripple Reporting LLC	\$4,183.50
328412	03/26/2024	Accounts Payable	Rives, Larry, Leroy	\$436.72
328413	03/26/2024	Accounts Payable	RKS Auto Parts	\$247.20
328414	03/26/2024	Accounts Payable	Rogers, Brian, D	\$31.57
328415	03/26/2024	Accounts Payable	Rogers, David	\$258.21
328416	03/26/2024	Accounts Payable	Ryan, Dennis , M	\$258.30
328417	03/26/2024	Accounts Payable	Saguaro Diving & Sports Inc.	\$164.75
328418	03/26/2024	Accounts Payable	Schultz, Robert, J	\$258.30
328419	03/26/2024	Accounts Payable	Shepherd, John, A	\$415.20
328420	03/26/2024	Accounts Payable	Shred-It	\$349.88
328421	03/26/2024	Accounts Payable	Shugart, Douglas, M	\$258.30
328422	03/26/2024	Accounts Payable	Shugart, Terry, C	\$258.30
328423	03/26/2024	Accounts Payable	Solberg, Justin , M	\$145.41
328424	03/26/2024	Accounts Payable	Sparklight	\$335.84
328425	03/26/2024	Accounts Payable	Speer , Jack	\$93.28
328426	03/26/2024	Accounts Payable	State of Arizona	\$43.00
328427	03/26/2024	Accounts Payable	Switzer, Carolyn	\$258.30
328428	03/26/2024	Accounts Payable	Tarango, James, G	\$64.58
328429	03/26/2024	Accounts Payable	The Dollywood Foundation	\$493.00
328430	03/26/2024	Accounts Payable	Tolle, Judith	\$258.30
328431	03/26/2024	Accounts Payable	Trinity Services Group, Inc.	\$389.87

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328432	03/26/2024	Accounts Payable	Truax, Larue	\$258.30
328433	03/26/2024	Accounts Payable	UniFirst Corporation	\$652.66
328434	03/26/2024	Accounts Payable	Uribe, Elijah, K	\$93.28
328435	03/26/2024	Accounts Payable	Valenzuela, Jenny	\$49.51
328436	03/26/2024	Accounts Payable	Van Camp, Chance	\$400.00
328437	03/26/2024	Accounts Payable	Waters Sparkletts of Payson, LLC	\$25.50
328438	03/26/2024	Accounts Payable	Watts, Rose, A	\$287.00
328439	03/26/2024	Accounts Payable	Wolterbeck, Paul	\$35.16
328440	03/26/2024	Accounts Payable	WSW Security Solutions LLC	\$220.00
328441	03/26/2024	Accounts Payable	Yanez, Sonia	\$104.80
328443	03/29/2024	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$2,963.09
328444	03/29/2024	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$15.20
328445	03/29/2024	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$204,046.66
328446	03/29/2024	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$3,483.87
328447	03/29/2024	Accounts Payable	CORP - AOC	\$20,495.42
328448	03/29/2024	Accounts Payable	CORP - DISPATCHER	\$381.91
328449	03/29/2024	Accounts Payable	Corrections Officer Retirement Plan	\$7,331.33
328450	03/29/2024	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$50.68
328451	03/29/2024	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$13,906.95
328452	03/29/2024	Accounts Payable	EORP LEGACY	\$19,079.30
328453	03/29/2024	Accounts Payable	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$387.50
328454	03/29/2024	Accounts Payable	FRATERNAL ORDER OF POLICE	\$104.96
328455	03/29/2024	Accounts Payable	JP MORGAN CHASE DOR	\$28,419.27
328456	03/29/2024	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$92,868.56
328457	03/29/2024	Accounts Payable	JP MORGAN CHASE FICA EE	\$74,801.96
328458	03/29/2024	Accounts Payable	JP MORGAN CHASE FICA ER	\$74,801.96
328459	03/29/2024	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$17,594.33
328460	03/29/2024	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$17,594.33
328461	03/29/2024	Accounts Payable	METLIFE	\$100.00
328462	03/29/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$3,693.16
328463	03/29/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,430.00
328464	03/29/2024	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$5,999.38
328465	03/29/2024	Accounts Payable	Public Safety Personnel Retirement System	\$18,915.29



# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328466	03/29/2024	Accounts Payable	SECURITY BENEFIT GROUP	\$2,048.33
328467	03/29/2024	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$409.46
328468	03/29/2024	Accounts Payable	United Auto Credit Corporation	\$93.52
328469	03/29/2024	Accounts Payable	United Fund of Globe-Miami, Inc.	\$83.00
328470	03/28/2024	Accounts Payable	A Foreign Language Service	\$90.00
328471	03/28/2024	Accounts Payable	Advantage Home Performance, Inc	\$6,885.00
328472	03/28/2024	Accounts Payable	Advantage Home Performance, Inc	\$4,000.00
328473	03/28/2024	Accounts Payable	Alliant Arizona Propane, LLC	\$3,516.87
328474	03/28/2024	Accounts Payable	Alvarez, Jennifer	\$8,077.12
328475	03/28/2024	Accounts Payable	Antonio, Verna	\$258.30
328476	03/28/2024	Accounts Payable	Arizona Department of Environmental Quality	\$1,209.13
328477	03/28/2024	Accounts Payable	Arizona Elite Properties	\$818.73
328478	03/28/2024	Accounts Payable	Arizona Energy Management & Remodel LLC	\$1,825.00
328479	03/28/2024	Accounts Payable	Arizona Freelance Interpreting Services	\$487.50
328480	03/28/2024	Accounts Payable	Arizona Narcotic Officers Association	\$450.00
328481	03/28/2024	Accounts Payable	Arizona Public Service	\$1,283.34
328482	03/28/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$61.38
328483	03/28/2024	Accounts Payable	Arizona Water Company	\$275.88
328484	03/28/2024	Accounts Payable	AT&T	\$46.24
328485	03/28/2024	Accounts Payable	Barajas, Savannah	\$195.53
328486	03/28/2024	Accounts Payable	Bose Public Affairs Group LLC	\$7,000.00
328487	03/28/2024	Accounts Payable	Bowen, William	\$258.30
328488	03/28/2024	Accounts Payable	Brewer, Jeralyn	\$287.00
328489	03/28/2024	Accounts Payable	Bryan, Michael, C	\$900.00
328490	03/28/2024	Accounts Payable	Bryant, Jesse, R	\$43.05
328491	03/28/2024	Accounts Payable	C&M Communications LLC	\$383.76
328492	03/28/2024	Accounts Payable	CentralSquare Technologies, LLC	\$1,620.00
328493	03/28/2024	Accounts Payable	CenturyLink	\$731.71
328494	03/28/2024	Accounts Payable	CenturyLink	\$3,311.56
328495	03/28/2024	Accounts Payable	CenturyLink	\$95.13
328496	03/28/2024	Accounts Payable	CenturyLink Business Services	\$1,953.01
328497	03/28/2024	Accounts Payable	Charm-Tex Inc.	\$1,225.00
328498	03/28/2024	Accounts Payable	City of Globe	\$782.52

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328499	03/28/2024	Accounts Payable	Clouston, Donald, L	\$258.30
328500	03/28/2024	Accounts Payable	Clouston, Molly, A	\$258.30
328501	03/28/2024	Accounts Payable	Cobre Valley Publishing	\$1,589.45
328502	03/28/2024	Accounts Payable	Cobre Valley Publishing	\$2,940.00
328503	03/28/2024	Accounts Payable	Conlin, Joanne	\$287.00
328504	03/28/2024	Accounts Payable	Corvinus, Howard, R	\$258.30
328505	03/28/2024	Accounts Payable	County of Dallas	\$15.00
328506	03/28/2024	Accounts Payable	DH Pace Company Inc.	\$2,267.67
328507	03/28/2024	Accounts Payable	Earth Mover Tire Sales, Inc.	\$1,025.64
328508	03/28/2024	Accounts Payable	Ellis, Andrew	\$32.80
328509	03/28/2024	Accounts Payable	Empire Southwest LLC	\$5,280.56
328510	03/28/2024	Accounts Payable	Estrada, Deborah, D	\$258.30
328511	03/28/2024	Accounts Payable	Fields, Roy , D	\$258.30
328512	03/28/2024	Accounts Payable	Flowers, Rebecca	\$287.00
328513	03/28/2024	Accounts Payable	FSL Home Improvements	\$700.00
328514	03/28/2024	Accounts Payable	Fuller Polygraph Services	\$250.00
328515	03/28/2024	Accounts Payable	FX Tactical, LLC.	\$2,800.01
328516	03/28/2024	Accounts Payable	Gerald D McCreary, Corp	\$492.00
328517	03/28/2024	Accounts Payable	GH2 Architects, LLC	\$587.88
328518	03/28/2024	Accounts Payable	Gila County Government	\$736.80
328519	03/28/2024	Accounts Payable	Gila County Government	\$103.09
328520	03/28/2024	Accounts Payable	Gila House Inc	\$11,666.14
328521	03/28/2024	Accounts Payable	Globe Marketplace LP	\$2,834.90
328522	03/28/2024	Accounts Payable	Gonzales, Timothy, P	\$100.00
328523	03/28/2024	Accounts Payable	Gregovich , Franceen	\$78.92
328524	03/28/2024	Accounts Payable	Griffin, Darryl, W	\$121.83
328525	03/28/2024	Accounts Payable	Hatfield, Norma, Amrhein	\$258.30
328526	03/28/2024	Accounts Payable	Haverland, Mike , Lance	\$67.50
328527	03/28/2024	Accounts Payable	Healthcare Medical Waste Services	\$162.50
328528	03/28/2024	Accounts Payable	HealthEquity, Inc	\$177.55
328529	03/28/2024	Accounts Payable	Heritage-Crystal Clean LLC	\$729.38
328530	03/28/2024	Accounts Payable	Hicks , Shane	\$5.05
328531	03/28/2024	Accounts Payable	Highstreet Designs LLC	\$74.62

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328532	03/28/2024	Accounts Payable	IC Group	\$1,534.98
328533	03/28/2024	Accounts Payable	Inland Kenworth (US), Inc	\$642.10
328534	03/28/2024	Accounts Payable	Interior Solutions	\$1,933.29
328535	03/28/2024	Accounts Payable	Jones, Lois	\$287.00
328536	03/28/2024	Accounts Payable	Jones, Robert	\$258.30
328537	03/28/2024	Accounts Payable	Jones, Skelton & Hochuli P.L.C.	\$607.50
328538	03/28/2024	Accounts Payable	Kayson, Marie	\$258.30
328539	03/28/2024	Accounts Payable	Kimley-Horn & Associates, Inc.	\$26,894.53
328540	03/28/2024	Accounts Payable	Kirby Psychological Services	\$175.00
328541	03/28/2024	Accounts Payable	Lebrecht, Glenn	\$258.30
328542	03/28/2024	Accounts Payable	Mariscal, Cheryle	\$64.58
328543	03/28/2024	Accounts Payable	Mart, Kevin, R	\$258.30
328544	03/28/2024	Accounts Payable	Martin, Christine	\$258.30
328545	03/28/2024	Accounts Payable	MBI Industrial Medicine Inc	\$1,059.00
328546	03/28/2024	Accounts Payable	McKinney, Michael, L	\$287.00
328547	03/28/2024	Accounts Payable	Melvin, Cathy	\$102.50
328548	03/28/2024	Accounts Payable	Messinger Payson Funeral Home	\$2,052.17
328549	03/28/2024	Accounts Payable	Miracle, Joey, W	\$258.30
328550	03/28/2024	Accounts Payable	Miracle, Katherine, E	\$258.30
328551	03/28/2024	Accounts Payable	Mount View Apartments	\$701.00
328552	03/28/2024	Accounts Payable	MTE Communications	\$100.34
328553	03/28/2024	Accounts Payable	Mundy, Dixie	\$71.75
328554	03/28/2024	Accounts Payable	Nader, Emily	\$206.98
328555	03/28/2024	Accounts Payable	Napa Auto Parts	\$895.07
328556	03/28/2024	Accounts Payable	Neil, Steve	\$322.58
328557	03/28/2024	Accounts Payable	NeoGov	\$21,394.03
328558	03/28/2024	Accounts Payable	O'Reilys Auto Parts	\$246.14
328559	03/28/2024	Accounts Payable	Occupational Health Centers of the Southwest, P.A.	\$248.00
328560	03/28/2024	Accounts Payable	ODP Business Solutions, LLC	\$585.60
328561	03/28/2024	Accounts Payable	Packer, Danyell	\$258.30
328562	03/28/2024	Accounts Payable	Payson Concrete & Materials, Inc.	\$8,954.40
328563	03/28/2024	Accounts Payable	Payson Justice Court	\$782.52
328564	03/28/2024	Accounts Payable	Payson Magistrate Court	\$811.30

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328565	03/28/2024	Accounts Payable	Payson Roundup Newspaper	\$116.13
328566	03/28/2024	Accounts Payable	Pitney Bowes Inc	\$37.81
328567	03/28/2024	Accounts Payable	Porter, Peggy	\$287.00
328568	03/28/2024	Accounts Payable	Preston, Carlos, A	\$111.21
328569	03/28/2024	Accounts Payable	ProForce Law Enforcement	\$2,212.34
328570	03/28/2024	Accounts Payable	Rasmussen, James	\$258.30
328571	03/28/2024	Accounts Payable	Rim Country Regional Chamber of Commerce	\$2,500.00
328572	03/28/2024	Accounts Payable	Ripple Reporting LLC	\$4,202.50
328573	03/28/2024	Accounts Payable	RKS Auto Parts	\$211.10
328574	03/28/2024	Accounts Payable	Rogers , Olga	\$96.86
328575	03/28/2024	Accounts Payable	Rogers, William, T	\$96.86
328576	03/28/2024	Accounts Payable	Rowe, Maryann, L	\$287.00
328577	03/28/2024	Accounts Payable	Ryan, Pamela, C	\$258.30
328578	03/28/2024	Accounts Payable	Sanofi Pasteur Inc.	\$3,289.22
328579	03/28/2024	Accounts Payable	Scibelli, Jessica	\$187.60
328580	03/28/2024	Accounts Payable	Senergy Petroleum	\$51,387.36
328581	03/28/2024	Accounts Payable	Shred-It	\$27.11
328582	03/28/2024	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$2,379.08
328583	03/28/2024	Accounts Payable	Southwest Gas	\$882.31
328584	03/28/2024	Accounts Payable	Sparkletts Water	\$693.00
328585	03/28/2024	Accounts Payable	Sparklight	\$220.88
328586	03/28/2024	Accounts Payable	SPOK, Inc.	\$17.14
328587	03/28/2024	Accounts Payable	Swanson Services Corporation	\$705.60
328588	03/28/2024	Accounts Payable	TDS Telecom	\$207.60
328589	03/28/2024	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
328590	03/28/2024	Accounts Payable	Town of Hayden	\$761.63
328591	03/28/2024	Accounts Payable	Town of Payson	\$819.58
328592	03/28/2024	Accounts Payable	Town of Winkelman	\$811.30
328593	03/28/2024	Accounts Payable	Tyler Technologies, Inc.	\$262.50
328594	03/28/2024	Accounts Payable	UniFirst Corporation	\$159.58
328595	03/28/2024	Accounts Payable	US Postal Service Postage by Phone	\$2,389.00
328596	03/28/2024	Accounts Payable	Vasquez, Victor	\$3,050.00
328597	03/28/2024	Accounts Payable	Verizon Wireless Services	\$1,394.70

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

328598	03/28/2024	Accounts Payable	Vinck, Raymond, E	\$31.57
328599	03/28/2024	Accounts Payable	Visus Engineering Construction, Inc	\$192,828.99
328600	03/28/2024	Accounts Payable	Wall, Wanda, M	\$258.30
328601	03/28/2024	Accounts Payable	Waters Sparkletts of Payson, LLC	\$151.50
328602	03/28/2024	Accounts Payable	Weintraut, Philip	\$258.30
328603	03/28/2024	Accounts Payable	Williams, Eddie	\$258.30
328604	03/28/2024	Accounts Payable	Williams, Stevan	\$63.86
328605	03/28/2024	Accounts Payable	Woods, Michael, J	\$43.05
Type Check Totals: 698 Transactions				<hr/> \$5,147,452.31
JP Morgan AP - JP Morgan Accounts Payable Totals				

# Payment Register

From Payment Date: 3/1/2024 - To Payment Date: 3/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
327984	03/01/2024	Voided	Other Void	03/12/2024	Accounts Payable	Rio Salado Behavioral Health Systems Inc	\$635.00
328141	03/12/2024	Voided/Reissued	Wrong Address	03/19/2024	Accounts Payable	Huddleston, James, E	\$635.00
328168	03/15/2024	Voided	Ach Direct Deposit	03/15/2024	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$807,418.74
328442	03/28/2024	Voided	Ach Direct Deposit	03/28/2024	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$850,936.62
Type Check Totals:					4 Transactions		<u>\$1,659,625.36</u>

**ARF-8646**

**Consent Agenda Item 3. D.**

**Regular BOS Meeting**

**Meeting Date:** 04/16/2024

**Reporting Period:** Human Resources Department Monthly Reports for March 2024

**Submitted For:** Erica Raymond, Human Resources Assistant Sr.

**Submitted By:** Erica Raymond, Human Resources Assistant Sr.

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**Information**

**Subject**

Human Resources Department Monthly Reports for March 2024.

**Suggested Motion**

Approval of the monthly activity reports submitted by the Human Resources Department for March 2024.

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**Attachments**

HR Summary Report

03/05/24 Human Resources Report

03/12/24 Human Resources Report

03/19/24 Human Resources Report

03/26/24 Human Resources Report

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**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 5, 2024**

**DEPARTURES:**

1. Duane Dowler – Public Works – Recycling and Landfill Operations Supervisor – 02/27/24 – Recycling and Landfill Management Fund – DOH 04/25/16
2. Darde deRoulhac – Public Works – Chief Engineer Flood Control District – 06/14/24 – Flood Control District Fund – DOH 12/20/99
3. Christopher Willig – Community Development – Zoning and Building Inspector – 03/08/24 – General Fund – DOH 01/18/22

**NEW HIRES:**

4. Sidney Ruiz – Clerk of Superior Court – Court Clerk – 03/11/24 – General Fund – Replacing Mariyah Pizano
5. Julie Miller – Clerk of Superior Court – Accounting Clerk Specialist – 03/11/24 – General Fund – Replacing Sandra Mozley
6. Nicholas Hollis – Facilities and Land Management – Building Maintenance Technician – 03/11/24 – General Fund – Replacing Ian Iott
7. Kyra Fitzpatrick – Sheriff's Office – Booking Clerk – 03/11/24 – General Fund – Replacing Erin Sanders

**TEMPORARY HIRES TO COUNTY SERVICES:**

8. Joseline Cova – Human Resources – Temporary Administrative Clerk – 03/12/24 – General Fund

**END PROBATIONARY PERIOD:**

9. Heidi Goseyun – Sheriff's Office – 911 Dispatcher – 03/13/24 – General Fund

**OTHER ACTIONS:**

10. Kayle Lathrop – Health and Community Services – Public Health Equity Prevention Manager – 03/11/24 – From Prescription Drug Overdose Prevention(.75)/Health Equity Testing(.25) Funds – To Prescription Drug Overdose Prevention(.50)/Health Equity Testing(.50) Funds – Fund code change
11. Lowell Brown – Sheriff's Office – Detention Officer – 07/03/23 – General Fund - 2.5% Adjustment to Step Program
12. Lowell Brown – Sheriff's Office – Detention Officer – 08/29/23 – General Fund – Step increase
13. Justin Montijo – Sheriff's Office – Deputy Sheriff – 03/02/24 – General Fund – Step increase
14. Leonard Kerszykowski – Sheriff's Office – Deputy Sheriff – 07/03/23 – From General Fund – To Drug Gang Violent Crime Fund – Fund code change

**REQUEST TO POST:**

15. Community Development – Zoning and Building Inspector – Vacated by Christopher Willig
16. Community Development – Administrative Assistant – Replacing the FY24 Code Compliance Specialist
17. Public Fiduciary – Public Fiduciary Case Manager – Vacated by Patricia Loos
18. Public Works – Recycling and Landfill Operations Supervisor – Vacated by Duane Dowler

**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 12, 2024**

**NEW HIRES:**

1. Hunter Hammel – Sheriff's Office – Deputy Sheriff – 03/25/24 – General Fund – Replacing Johnny Holmes
2. Nathan Hernandez – Sheriff's Office – Deputy Sheriff – 03/25/24 – General Fund – Replacing Brigham Flake

**END PROBATIONARY PERIOD:**

3. Elysemarie Darnell – Recorder's Office – Deputy Recording Clerk – 03/11/24 – General Fund

**OTHER ACTIONS:**

4. Linda Robertson – Health and Community Services – 01/15/24 – Various Funds – Fund code change
5. Kyle Lux – Public Works – Automotive Mechanic – 01/01/24 – Fleet Management Fund – Salary correction
6. Angelito Beltran – Public Works – Vehicle and Equipment Mechanic – 01/01/24 – Fleet Management Fund – Salary correction

**REQUEST TO POST:**

7. Health and Community Services – Temporary Administrative Clerk

**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 19, 2024**

**DEPARTURES:**

1. Dylan Mojica – Assessor’s Office – Cartography GIS Analyst – 03/29/24 – General Fund – DOH 03/19/18
2. Jared Garcia – Sheriff’s Office – Detention Officer – 03/08/24 – General Fund – DOH 08/14/23

**NEW HIRES:**

3. Anita Vannice – Superior Court – Administrative Clerk Senior – 03/11/24 – Court Improvement Project(.50)/Court Appointed Special Advocate(.50) Funds – Replacing Regina Segletes
4. Ricardo Contreras – Probation – Deputy Probation Officer I – 03/25/24 – Diversion Intake Fund – Replacing Raven Kitcheyan
5. Josiah Dufriend – Public Works – Automotive Mechanic – 03/25/24 – Fleet Management Fund – Replacing Austin Payne
6. Katelyn Wilbanks – Sheriff’s Office – 911 Dispatcher – 04/08/24 – General Fund – Replacing Teddi Lopez

**END PROBATIONARY PERIOD:**

7. Taylor Cummings – Recorder’s Office – Chief Registrar – 03/18/24 – General Fund
8. Brooke Epperson – Assessor’s Office – Title Examiner – 02/14/24 – General Fund
9. Lacey Mohr – Clerk of Superior Court – Associate Jury Commissioner – 03/27/24 – General Fund

**DEPARTMENTAL TRANSFERS:**

10. Wendy Boyse – Public Works – From Road Maintenance and Landfill Equipment Operator – To Construction Project Manager – 04/08/24 – From Recycling and Landfill Management Fund – To Public Works Fund – Replacing Terry Ellicott
11. Lacey Hamlett – Sheriff’s Office – From Detention Officer – To Booking Clerk – 03/11/24 – General Fund – Replacing Lacey Hamlett

**OTHER ACTIONS:**

12. Kenneth Satathite – Public Works – From Road Maintenance and Landfill Equipment Operator – To Road Maintenance and Landfill Equipment Operator Senior – 01/31/24 – Public Works Fund – Reclassification
13. Jamie Roberts – Public Works – From Road Maintenance and Landfill Equipment Operator – To Road Maintenance and Landfill Equipment Operator Senior – 12/06/23 – Public Works Fund – Reclassification
14. Johnny DeHart – Public Works – From Road Maintenance and Landfill Equipment Operator – To Road Maintenance and Landfill Equipment Operator Senior – 12/06/23 – Public Works Fund – Reclassification
15. Ralph Straub – Public Works – From Road Maintenance and Landfill Equipment Operator – To Road Maintenance and Landfill Equipment Operator Senior – 12/06/23 – Public Works Fund – Reclassification
16. Daniel Dettloff – Probation – Deputy Probation Officer I – 03/25/24 – Various Funds – Fund code change
17. Rick Husk – Human Resources – Director Human Resources – 07/01/23 – General Fund – Fund code change

## **HUMAN RESOURCES ACTION ITEMS**

**MARCH 19, 2024**

**PAGE 2 OF 2**

18. Cheyanne Gilliam – Health and Community Services – Public Health Nurse Coordinator – 03/25/24 – From General Fund – To COVID Immunizations Supplemental Fund – Fund code change
19. Cathy Nygaard – Health and Community Services – Public Health Immunization Coordinator – 03/25/24 – From General Fund – To COVID Immunizations Supplemental Fund – Fund code change
20. Therese Canchola – Health and Community Services – 03/13/24 – From Various Funds – To Health Equity IMM Fund – Fund code change
21. Staci Hatfield – Health and Community Services – Public Health Clinic Operations Manager – 03/25/24 – From General Fund – To COVID Immunizations Supplemental Fund – Fund code change

### **REQUEST TO POST:**

22. Globe Justice Court – Justice Court Clerk – Vacated by Roberta Reynoso
23. Public Works – Road Maintenance and Landfill Equipment Operator – Vacated by Wendy Boyse
24. Public Works – Civil Engineer – Vacated by Alfred Brent Cline
25. Assessor's Office – Cartography GIS Analyst – Vacated by Dylan Mojica

**HUMAN RESOURCES ACTION ITEMS**  
**MARCH 26, 2024**

**DEPARTURES:**

1. Douglas Newland – Public Works – Automotive Mechanic – 04/05/24 – Fleet Management Fund – DOH 07/03/23

**NEW HIRES:**

2. Tyler Shreeve – Computer Services – IT Support Specialist – 04/08/24 – General Fund – Replacing Timothy Branson
3. Eric Lomatska – Library District – IT Support Specialist – 04/09/24 – Library Assistance Fund – Replacing Zackary Pearson
4. Kathryn Standage – Sheriff's Office – Accounting Clerk Specialist – 04/08/24 – General Fund – Replacing Suzanne Parrack

**END PROBATIONARY PERIOD:**

5. Veda Cota – Treasurer's Office – Treasurer Services Supervisor – 04/01/24 – General Fund
6. Martina Burnam – Probation – Probation Case Manager – 02/14/23 – General Fund
7. Darrin Becker – Public Works – Recycling and Landfill Operations Supervisor – 04/09/24 - Recycling and Landfill Management Fund
8. Lori Lombardo – Public Works – Scalehouse Attendant – 03/25/24 – Recycling and Landfill Management Fund
9. Jane Warren – Public Works – Accountant – 03/25/24 – Recycling and Landfill Management Fund
10. Dean Faust – Sheriff's Office – Professional Standards Investigator – 04/10/24 – General Fund
11. Katrina Estrada – Health and Community Services – Community Health Specialist – 03/20/24 – WIC Fund

**OTHER ACTIONS:**

12. Cole LaBonte – Sheriff's Office – Deputy Sheriff Sgt. – 03/29/24 – General Fund – Step increase
13. Sherwood Johnston – Payson Justice Court – Judge Pro Tempore – 1/01/24 – General Fund - Salary increase per ARS 22-152(D)(2)
14. Tate Elkie – Payson Justice Court – Judge Pro Tempore – 01/01/24 – General Fund - Salary increase per ARS 22-152(D)(2)

**REQUEST TO POST:**

15. Public Works – Automotive Mechanic – Vacated by Douglas Newland

**ARF-8707**

**Consent Agenda Item 3. E.**

**Regular BOS Meeting**

**Meeting Date:** 04/16/2024

**Reporting** March 9, 2024, March 26, 2024 and March 27, 2024

**Period:** Meeting Minutes

**Submitted By:** Samantha Trimble, Deputy Clerk of the Board

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**Information**

**Subject**

Board of Supervisors' March 9, 2024, March 26, 2024 and March 27, 2024 Meeting Minutes.

**Suggested Motion**

Approval of the Board of Supervisors March 9, 2024, March 26, 2024, and March 27, 2024 meeting minutes.

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**Attachments**

03-19-24 BOS meeting minutes

03-26-24 BOS meeting minutes

03-27-24 BOS meeting minutes

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## GILA COUNTY, ARIZONA

Date: March 19, 2024

**STEPHEN CHRISTENSEN**

Chairman

**JAMES MENLOVE**

Clerk of the Board

**TIM R. HUMPHREY**

Vice-Chairman

By: Samantha Trimble  
Deputy Clerk

**WOODY CLINE**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Stephen Christensen, Chairman; Tim R. Humphrey, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: James Menlove, County Manager; 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 - INVOCATION**

The Board of Supervisors met in a Regular Meeting at 10:00 a.m. this date in the Board of Supervisors' hearing room. J. Adam Shepherd led the Pledge of Allegiance, and Tim Humphrey delivered the invocation.

### **Item 2 – PRESENTATIONS:**

#### **A. Presentation of Gila County General Fund financial data as it compares to the fiscal year 2024 Gila County Budget and fiscal years 2023, 2022, 2021, & 2020 year-to-date performance.**

Maryn Belling, Finance Department Director reviewed the following information:

#### **January 2024 Year-to-Date Fiscal Year 2024 Summary**

##### **General Fund Revenues:**

At the end of January 2024, Gila County's General Fund revenues were at 49% of the annual budget compared to a 7-month target of 58%. In total, Fiscal Year 2024 year-to-date revenues are \$1.8M more than the same timeframe in Fiscal Year 2023.

Primarily this difference is the \$3M grant from the Arizona Department of Veterans' Services. Without that grant, year-to-date revenues would be \$1.2M

less than the prior year, due to timing of State Shared Sales Tax and annual EORP (Elected Officials Retirement Plan) Circuit Breaker funding being delayed.

**General Fund Expenditures:**

General Fund expenditures including encumbrances at 1/31/2024 are 55% of the budget compared to a 58% YTD (year-to-date) target and \$1.8M higher than 1/31/2023.

The remaining year-over-year increase is attributable to:

Salaries & Employee Related Expenses	\$1,224,792
Bond Interest & Fees (due to timing in 2022 and 2023 fiscal years)	\$548,941

Gila County General Fund departments and elected offices continue to align with the Gila County Strategic Plan priorities including responsible resource management, robust communication, and safety.

The Board members thanked Ms. Belling for the information.

**B. Presentation of updated information for a Board of Supervisors' February 20, 2024, agenda item, which was regarding the advertisement of a March 29, 2024, online auction through Public Surplus to sell surplus or obsolete County vehicles.**

Ms. Belling advised the Board that the purpose of this agenda item is to provide an update regarding the online auction of surplus or obsolete County vehicles, which was approved by the Board in February 2024. It was previously stated that the deposit for bidders would be \$150. After establishing the auction and details, the Finance Department was informed that the standard deposit for Public Surplus, the online auction producer, is \$50. The deposit is fully refunded to the purchaser whether they purchase items or not. The purpose for the deposit is to establish that the purchaser has a credit card.

The Board thanked Ms. Belling for the update.

**Item 3 - REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submittal of a FY 2025 Drug, Gang, and Violent Crimes Control Grant Application to the Arizona Criminal Justice Commission in the amount of \$862,147.73 to renew grant funding that will be used for the salaries and benefits of the Sheriff's Office Drug, Gang, and Violent Crimes Task Force.**

Travis Baxley, Gila County Drug, Gang, and Violent Crimes Task Force Commander explained that every year, the Sheriff's Office applies to the Arizona Criminal Justice Commission for grants to fund the Gila County Drug, Gang, and Violent Crimes Task Force (Task Force). He explained that the grants are vital for the Task Force to operate. The Task Force is a specialized unit of Sheriff's Deputies and other staff that conduct dangerous arrests in Gila County.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously ratified the Board of Supervisors' approval for the Sheriff's Office electronic submittal of a FY 2025 Drug, Gang, and Violent Crimes Control Grant Application to the Arizona Criminal Justice Commission, as presented.

**B. Information/Discussion/Action to approve the use of 1 Government Procurement Alliance Contract No. 22-02PV-18 with Sentinel Technologies, Inc. in the amount of \$92,368.54 for the purchase of 85 Meraki MR28 Wireless Access Point appliances with a 10-year license.**

Carrie Bartling, Information Technology (IT) Director advised that to increase the cyber security of all Gila County departments and elected offices, the IT Department has identified the need to replace the wireless access point appliances in various County buildings.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved the use of 1 Government Procurement Alliance Contract No. 22-02PV-18 with Sentinel Technologies, Inc., as presented.

**C. Information/Discussion/Action to adopt revised Policy No. BOS-FIN-016 - *Community Agency and Economic Development Funding*.**

Ms. Belling explained that this revised policy was initially presented last month during a Board of Supervisors' Work Session. The Arizona Auditor General's Office required the changes to this policy in response to their finding regarding economic development funding provided by the County in FY 2018. She stated that per the Work Session discussion, the Finance Department will provide a report to the Board via the Consent Agenda every month regarding the status of the economic development funds and the compliance of the non-profit organizations that receive them.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously adopted revised Policy No. BOS-FIN-016.

**D. Information/Discussion/Action to repeal Resolution No. 23-09-03 and adopt Resolution No. 24-03-02, which authorizes the submittal of an application for a clean water state revolving fund loan from the Water**

**Infrastructure Authority of Arizona not to exceed \$250,000 that will be used for the Gila County Cesspool Capital Improvement Project.**

Kayle Lathrop, Public Health and Community Services Department Health Equity and Prevention Manager advised that this item came before the Board for discussion and approval in September 2023. Resolution No. 23-09-03 was adopted by the Board of Supervisors on September 5, 2023. During the application process for the special funding, it became apparent that the Resolution would need to contain information about repayment, regardless of it being financial assistance that is to be 100% forgivable, due to Arizona Revised Statute 49-1225(B)(3) and Arizona Revised Statute 49-1225(F) which define the funding process for such a loan. She requested the Board to repeal the previously adopted Resolution No. 23-09-03, and adopt Resolution No. 24-03-02, which contains the required language.

Jessica Scibelli, Senior Civil Deputy County Attorney stated, "It is my understanding that this loan is 100 percent forgivable, and this is just needed to submit the application. At any point, the Board of Supervisors can repeal the resolution and stop the process immediately."

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously repealed Resolution No. 23-09-03 and adopted Resolution No. 24-03-02. **(A copy of the newly adopted resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

**E. Information/Discussion/Action to approve Amendment No. 1 to Contract Agreement No. CTR063953 with Stantec Consulting Services, Inc. to extend the contract for the Monroe Street Improvement Project through August 30, 2024, in an amount not to exceed \$123,495.51.**

Alex Kendrick, Gila County Engineer explained that during a Board of Supervisors' Work Session last month, the Board discussed the Monroe Street Improvement Project. The Board was presented with two designs for the project. He stated that this is a request to extend the project completion date to complete the project.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Amendment No. 1 to Contract Agreement No. CTR063953 with Stantec Consulting Services, Inc., as presented.

**F. Information/Discussion/Action to approve Amendment No. 1 to Service Agreement No. 011124 - *Installation of Animal Control Box C-111* with Hartstra Manufacturing, LLC to extend the term of the contract from February 16, 2024, to June 30, 2024, with a not to exceed the amount of \$51,229.**

John Castaneda, Animal Regulations Enforcement Manager stated that in February 2024, the Board approved the installation of a specialized animal control box. This request is to extend the time of the contract to finish the installation.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Amendment No. 1 to Service Agreement No. 011124, as presented.

**G. Information/Discussion/Action to approve the use of the State of Arizona Contract Agreement No. CTR061839 with Skyline Builders and Restoration, Inc. in the amount of \$1,877,186.16 for the Payson Courthouse Remodel project.**

Joseph Dickison, Facilities and Land Management Department Director stated that the Payson Courthouse Remodel project will include space optimization and a new fire suppression system. The space optimization will enhance the overall efficiency of the Courthouse, and the fire suppression system is required to ensure the County's compliance with the fire code. He added that the funds for this project will come from the American Rescue Plan Act funds. James Menlove, County Manager and Clerk of the Board stated that this is a job order contract; therefore, the price will not change. If there are any overages, the contractor will be responsible for them.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved the use of the State of Arizona Contract Agreement No. CTR061839 with Skyline Builders and Restoration, Inc., as presented.

**H. Information/Discussion/Action to approve Economic Development Agreement No. 03132024 between Gila County and the Rim Country Chamber of Commerce in the amount of \$2,500, which the Board has determined to be for the benefit of the public.**

Mr. Menlove advised that the Rim Country Chamber of Commerce holds quarterly events, and their next event is being held to address economic development, which will positively impact the County. This is a request to co-sponsor their event with the Town of Payson. This will be funded with Supervisor District 1 and Supervisor District 2 constituent funds.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Economic Development Agreement No. 03132024 between Gila County and the Rim Country Chamber of Commerce in the amount of \$2,500, which the Board has determined to be for the benefit of the public.

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

**A. Approval to appoint Shelbi Parker Wilson to the Gila County Cooperative Extension Advisory Board representing a principal business for the term of office that ends on December 31, 2025.**

**B. Approval of a Special Event Liquor License Application submitted by Rim Country Friends of Tonto Natural Bridge State Park to serve liquor at the Tonto Natural Bridge State Park located 10 miles North of Payson, Az for a special event to be held on June 1, 2024.**

**C. Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction Inc. to serve liquor at the Mary Ellen Randall Horse Ranch for a special event to be held on April 20, 2024.**

**D. Acknowledgment of the report for the County Manager approved contracts under \$50,000 for the month of January.**

**E. Approval of finance reports/demands/transfers for the reporting period of February 1, 2024, through February 29, 2024.**

Approve demands and budget amendments for operating transfers. Warrant numbers 327261 through 327264, 327266 through 327310, 327312 through 327384, 327386 through 327601, and 327603 through 327902 totaling \$4,316,076.62 for the period 02-01-24 through 02-29-24.

Pursuant to A.R.S. §11-217(D), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

**F. Approval of the Board of Supervisors' February 27, 2024, and March 5, 2024, meeting minutes.**

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Consent Agenda items 4A through 4F.

**Item 5 - CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute § 38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

The following individuals spoke about recently adopted Ordinance No. 2023-08 – *Vacation Rental and Short-Term Rental Uses*.

Adam Baugh of Pine expressed concerns with the Ordinance, stating that the Ordinance does not comply with the state statute.

Timothy Gettler of Pine gave comments regarding the Ordinance, stating that he agrees there needs to be an ordinance in place, but the current Ordinance is too restrictive.

Cyndi and Vince Hutson of Pine stated that the Ordinance would ruin Pine's economy due to its impact on non-profit organizations.

Cindy Condit of Strawberry expressed concerns with the trash and pest control sections of the Ordinance.

Kevin Korczyk of Mesa, who owns a short-term rental in the Pine/Strawberry area, expressed concerns with the one-hour response time for short-term rental owners in the event of an emergency, stating that it is an impossible time frame.

Supervisor Cline stated, “It is the people who don’t operate them correctly, and they cause big problems.”

Vice-Chairman Humphrey stated, “I am not against short-term rentals. We must find a happy medium.”

Verla Decker of Payson stated that she feels that the regulations enforced in the Ordinance should be applied to all residential properties and not just short-term rental properties.

Leigh and Gene Pendergraft of Pine expressed a concern that the Ordinance seems unfair.



**Item 6 -At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.**

County Manager James Menlove and each Supervisor provided a summary of current events.

With no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 11:37 a.m.

APPROVED:

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Stephen Christensen, Chairman

ATTEST:

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James Menlove, Clerk of the Board

## **GILA COUNTY, ARIZONA**

Date: March 26, 2024

**STEPHEN CHRISTENSEN**

Chairman

**JAMES MENLOVE**

Clerk of the Board

**TIM R. HUMPHREY**

Vice-Chairman

By: Samantha Trimble  
Deputy Clerk

**WOODY CLINE**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Stephen Christensen, Chairman; Tim R. Humphrey, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: James Menlove, County Manager and Clerk of the Board; Jessica Scibelli, Senior Civil Deputy County Attorney (via phone); and Samantha Trimble, Deputy Clerk of the Board.

### **Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE**

The Board of Supervisors met in a Work Session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Stephen Christensen led the Pledge of Allegiance.

### **Item 2 - REGULAR AGENDA ITEMS:**

#### **A. Information/Discussion regarding Gila County's proposed Townsite Act purchase for the Buckhead Mesa Landfill expansion.**

Melanie Mendez, Recycling and Landfill Division Manager provided a PowerPoint presentation regarding this topic. A summary of that presentation is as follows:

Purpose:

- The land purchase includes a new material pit, land for the Roads Division, and an option of additional land that can be used for other Gila County Services, County Administration and Service, and Sheriff's Office needs.
- Facts: To purchase land through the Townsite Act, Gila County will be required to purchase the Buckhead Mesa Landfill, the road leading to the

landfill, leachate ponds, and the current Roads Division/Landfill material pit.

#### Status of the Buckhead Mesa Landfill:

- The current landfill is situated on a 51-acre site from the United States Department of Agriculture (USDA) Forest Service via a Special Use Permit.
- Based on the flyover on June 30, 2022, 357,923 cubic yards are remaining at the Buckhead Mesa Landfill. The Buckhead Mesa Landfill receives approximately 20,200 tons a year and will reach capacity in 2032.

Ms. Mendez added that the timeline is about six months shorter than originally projected due to the waste that was transported from the Russell Gulch Landfill to the Buckhead Mesa Landfill during the expansion of Cell 3A at the Russell Gulch Landfill.

#### Timeline:

- April 2024 – Board of Supervisors’ resolution for acreage to include Landfill, Material Pit, Road Yard, or other appropriate County Facilities.
- April 2024 - Hire an archaeological firm to finalize a map.
- September 2024 - Submit final application letter to the USDA Forest Service
- June 2025 - Land granted to Gila County.
- Apr. 2025 - Begin landfill design.
- January 2026 - Complete landfill design
- January 2027 - Begin landfill construction (1 year minimum).
- July 2028 - Arizona Department of Environmental Quality approval.

#### Townsite Act Purchase Overview:

- National Forest Townsite Act of July 31, 1958 - This Act authorizes the Secretary of Agriculture to set aside and designate National Forest Service land for townsite purposes. Areas designated may be sold to any qualifying county, city, or other governmental subdivision.

- Townsite Act Sales - Only western states, which includes Alaska and eleven contiguous western states. The Townsite Act land must be adjacent to and established community. The community values must outweigh public objectives. The land must not exceed 640 acres. The land must be purchased at fair market value.

#### Townsite Act 55-Step Process:

- This process is a collaborative effort between various agencies, each responsible for designated steps to ensure a seamless and legal transition of the proposed Townsite Act land.

#### Land Use Options:

- 100-year landfill
- Road yard
- Material pit
- Other County services

#### Land Appraisal and Acquisition Cost:

- Both archeological oversight and feasibility studies should be considered in the “acquisition cost” of the land.
- The preliminary appraisal per acre is \$1,800; for planning purposes, the total acquisition cost will be double the purchase cost based on meeting the 55-step process requirement.

<b>USERS</b>	<b>ACERAGE</b>	<b>COST</b>
Existing landfill	31.4	\$113,040
New 100-year landfill	184.6	\$664,560
Road contribution	7.4	\$26,640
<b>Landfill total</b>	<b>223.4</b>	<b>\$804,240</b>
Existing material pit	42.9	\$154,440
New pit/Staging	55.6	\$200,160
Road contribution	7.4	\$26,640
<b>HURF Total</b>	<b>105.9</b>	<b>\$381,240</b>
County admin/Services	164.7	\$592,920
Road Contribution	7.4	\$26,640
<b>County Services Total</b>	<b>172.1</b>	<b>\$619,560</b>

<b>Grand Total</b>	<b>501.4</b>	<b>\$1,805,404</b>
<b>Assuming Acquisition cost of</b>	<b>\$3,600</b>	<b>Per acre</b>

Homero Vela, Public Works Department Director advised the Board that this is a one-time opportunity for the County.

The Board then had discussions regarding land uses, acreage necessary for the landfill, costs, possible partners, and funding sources. Each Supervisor commented that the best route for the County would be to purchase the acreage needed for the 100-year landfill. Supervisor Cline stated that in 100 years, things will be different for the future County leaders, and keeping the landfill open and operational is the main priority. Chairman Christensen stated, "I think we need to get this going, and we should purchase everything we need and no more than that."

The Board members thanked Ms. Mendez for the presentation and her efforts to start the Townsite Act purchase process.

**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.**

Supervisors Christensen and Cline provided a summary of current events.

With no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 10:52 a.m.

APPROVED:

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Stephen Christensen, Chairman

ATTEST:

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James Menlove, Clerk of the Board

## **GILA COUNTY, ARIZONA**

Date: March 27, 2024

**STEPHEN CHRISTENSEN**

Chairman

**JAMES MENLOVE**

Clerk of the Board

**TIM R. HUMPHREY**

Vice-Chairman

By: Samantha Trimble  
Deputy Clerk

**WOODY CLINE**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Stephen Christensen, Chairman; Tim R. Humphrey, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: Michael O'Driscoll, Deputy County Manager; Jefferson Dalton, Civil Bureau Chief and 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 10:01 a.m. this date in the Board of Supervisors' hearing room. Stephen Christensen led the Pledge of Allegiance.

### **Item 2 - REGULAR AGENDA ITEMS:**

#### **A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Presidential Preference Election held on March 19, 2024, in Gila County, Arizona, and declare the results official.**

Eric Mariscal, Elections Department Director presented the March 19, 2024, Presidential Preference Election (PPE) results. A summary is as follows: The overall voter turnout for Gila County was 46.79%, with a total of 11,191 ballots that were tabulated. There are 23,920 registered voters in Gila County who were eligible to cast a vote in the PPE. Gila County ranked second in voter turnout in the state. On election day, 876 people voted at the polling places, and 10,309 people voted early by mail, with 6 provisional ballots verified for tabulation.

Each Board member thanked Mr. Mariscal for this report and for coordinating the election in Gila County. Mr. Mariscal thanked his staff and County



administration for their availability and efforts to bridge gaps in poll worker numbers with County staff.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously declared the results of the PPE held on March 19, 2023, in Gila County, Arizona, as official.

**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 A.R.S. § 38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

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.**

Each Supervisor gave a summary of current events.

With no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 10:17 a.m.

APPROVED:

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Stephen Christensen, Chairman

ATTEST:

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James Menlove, Clerk of the Board

**ARF-8666**

**Consent Agenda Item 3. F.**

**Regular BOS Meeting**

**Meeting Date:** 04/16/2024

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for the month of February

**Submitted For:** Maryn Belling, Finance Director

**Submitted By:** Stacey Espinoza, Administrative Assistant

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**Information**

**Subject**

Report for the County Manager approved contracts under \$50,000 for the month of February

**Suggested Motion**

Acknowledgment of the report for the County Manager approved contracts under \$50,000 for the month of February.

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**Attachments**

Contracts Under 50K for month of February

Service Agreement No. 110323 for MDC Electrical Contractor LLC

Service Agreement No. 011624 with Pride Group

Training Software with Interplay Learning

Contract Agreement No. NCPA 02-127 with Comfort Systems USA, Inc

Contract Agreement No. 21H-DHP-09177

Service Agreement No. 012324 with Earthquest Plumbing

Contract Agreement No. CTR056381

Contract Agreement No. CTR055591 with DH Pace Company Inc.

Contract Agreement No. CTR056088 with American Guard Services Inc.

Amendment No. 110123 with Coyote Customs

Amendment No. 1 to Service Agreement No. 111423 with Wicks Machine & Diesel

Amendment No. 1 to Service Agreement No. 090922 with Superior Environmental Solutions Inc

Service Agreement No. 020524 with Aztec Alarms Inc.

Contract Agreement No. CTR061839 with Skyline Builders and Restoration Inc

Service Agreement No. 012224 with Bow-Tie Roofing

Amendment No. 2 to contract agreement No. CTR055590 with Dependable Door Systems, LLC

State Contract CTR058876 with Kimley-Horn and Associates, Inc

Contract Agreement No. CTR061839 with Skyline Builders and Restoration Inc

Contract Agreement No. NCPA150271 with Comfort Systems USA, Southwest

Service Agreement No. 021624 with Advantage Home Performance Inc

Service Agreement No. 021524 with Advantage Home Performance Inc

Contract Agreement No. NCPA 150271 with Comfort Systems USA, Southwest

Service Agreement No. 021424 with DJ's Companies, Inc.

Service Agreement No. 022324 with A P Fire Protection LLC

Contract Agreement No. CTR056381 with DH Pace

Amendment No. 2 to Service Agreement No. 010522 with Earthquest Plumbing

Service Agreement No. 011624 with DJ's Companies, Inc

Professional Service Agreement No. 010124 with Rikki Bench, RDH

Amendment No. 2 to Service Agreement No. 011722-1 with DJ's Companies, Inc

Amendment No. 2 to Service Agreement No. 011722 with Globe Exterminators

Amendment No. 2 to Professional Services Contract No. 010622 with James E. Huddleston, PhD

Amendment No. 4 to Professional Services Contract No. 040520 with Laboratory Corporation of America

Amendment No. 2 to Service Agreement No. 011822 with Advanced Controls Corporation

Amendment No. 2 to Service Agreement No. 011822-1 with Advanced Controls Corporation

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**Contracts Under \$50,000 Signed by  
the County Manager for the month of  
February 2024**

Vendor	Contract Number	Amount	Contract Term	Summary	Contract Options	Contract Cumulative
MDC Electrical Contractor	Service Agreement No. 110323	\$ 39,000.00	2/1/2024 - 6/30/2024	Electrical install/repairs for Gila County Housing Weatherizations and Rehab projects	New, no renewals	\$ 39,000.00
Pride Group	Service Agreement No. 011624	\$ 17,500.00	2/1/2024 - 6/30/2024	Pay labor for a winch bumper to be installed on one vehicle and for dash camera systems to be installed on other vehicles built last year and this year	New, no renewals	\$ 17,500.00
Interplay Learning	Training Software	\$ 6,336.00	2/1/2024 - 1/31/2025	Request to purchase training software for Facilities Maintenance Technicians	Option to renew	\$ 6,336.00
Comfort Systems USA, Inc.	Contract Agreement NCPA 02-127	\$ 1,363.87	2/1/2024 - 6/30/2024	Emergency Management Defrost Board and relays	New, no renewals	\$ 1,363.87
DH Pace Company Inc.	Mohave Contract No. 21H-DHP-0917	\$ 4,403.70	2/1/2024 - 6/30/2024	Install an access card reader on the IT room door at the PVVR Admin Building for heightened security and limited access	New, no renewals	\$4,403.70
Earthquest Plumbing	Service Agreement No. 012324	\$ 9,388.20	2/1/2024 - 6/30/2024	Install a new mixing valve in the Gila County Jail Facility Women's Dorm. The mixing valve is used to blend hot and cold water to achieve a warm outlet temperature. This mechanism is crucial in preventing scalding by regulating water temperature. The existing valve is failing and causing a decrease in the supply of hot water. The line entering the water heater is 1 1/4 inches, and the line leading into the building is also 1 1/4 inches. The current 3/4" mixing valve is not functioning properly as it is undersized the the lines feeding into and out of	New, no renewals	\$ 9,388.20
DH Pace Company Inc.	Contract Agreement No. CTR056381	\$ 22,632.45	2/7/2024 - 12/31/2024	Install door card reader access at five-door locations for Elections at the Central Heights Complex	New, no renewals	\$ 2,263.45
DH Pace Company Inc.	Contract Agreement No. CTR055591	\$ 3,467.20	2/7/2024 - 12/31/2024	To furnish and install one (1) 36x68 HM door for Elections at the Central Heights complex	New, no renewals	\$ 3,467.20
American Guard Services	State of Arizona Contract No. CTR056088	\$ 27,949.95	2/7/2024 - 12/31/2024	To support elections by providing supplemental security to secure the county elections personnel and ballots and keep the elections safe using a state contractor	New, no renewals	\$ 27,919.95
Coyote Customs	Amendment No. 1 to Service Agreement 110123	\$ 15,080.24	2/7/2024 - 4/01/2024	Amendment No. 1 will serve to extend the term of the contract from December 12, 2023 to April 1, 2024 and also to increase the contract amount by \$2,220.27. Vehicle B270 was involved in an accident and requires extensive repairs	New, no renewals	Original amount - \$12,859.97; Amendment No. 1 increase amount \$2,220.27 = \$15,080.24
Wicks Machine & Diesel	Amendment No. 1 to Service Agreement No. 111423	\$ 33,319.42	2/7/2024 - 3/1/2024	Amendment No. 1 will serve to extend the term of the contract from January 1, 2024 to March 1, 2024. Vehicle T-012 needs its tracks to be replaced in order to continue usage safely	New, no renewals	\$ 33,319.42
Superior Environmental Solutions Inc.	Amendment No. 1 to Service Agreement No. 090922	\$ 22,560.00	2/7/2024 - 10/22/2024	Amendment No. 1 will serve to extend the term of the contract from October 25, 2023 to October 24, 2024 and to increase the dollar amount by \$3,975.50. Weed control in Southern Gila County Copper Region	Original contract 10/25/2023 through 10/24/2024 with three additional one year renewal periods	Original amount - \$18,584.50; Amendment No. 1 increase amount \$3,975.50 = \$22,560.00
Aztec Alarms	Service Agreement No. 020524	\$ 348.00	2/22/2024 - 12/31/2024	To hire Aztec Alarms for monitoring of the burglar alarm system at Buckhead Mesa landfill	New, no renewals	\$ 348.00
Skyline Builders and Restoration, Inc.	Contract Agreement No. CTR061839	\$ 9,370.52	2/22/2024 - 8/31/2024	To replace the entire electrical panel at the Payson Probation building. The existing panel has a faulty bus assembly, causing arcing which has led to a rough surface, poor connections, and increased heat. The breakers have been replaced twice already, but the risk of further damage and safety hazards continue to rise making it necessary to replace the panel	New, no renewals	\$ 9,370.52
Bow Tie Roofing	Service Agreement No. 012224	\$ 3,515.00	2/22/2024 - 3/29/2024	Roofing repair to stop all leaks. Removing existing roofing down to deck. Replace any rotted wood. Install GAF shingles	New, no renewals	\$ 3,515.00
Dependable Door Systems, LLC	Amendment No. 2 to Contract Agreement No. CTR055590	\$ 10,000.00	2/22/2024 - 1/17/2025	Amendment No. 2 will serve to extend the term of the contract from January 18, 2024 to January 17, 2025. Inspection, maintenance and repair of roll-up garage doors for the General Service gas and diesel maintenance shops in Globe and Star Valley, AZ	Original contract 1/18/2024 through 1/17/2025 with one additional one year renewal period	\$ 10,000.00
Kimley-Horn & Associates	Amendment No. 1 to State Contract CTR058876	\$ 19,934.00	2/27/2024 - 4/30/2024	Amendment No. 1 will serve to extend the term of the contract from September 27, 2023 to April 30, 2024 and to increase the contract amount by \$12,793.00 for a new amount of \$19,934.00. Cultural sites must be flagged before the geotechnical work can begin on the Houston Mesa Road Safety Improvements project	New, no renewals	Original amount -\$7,141.00; Amendment No. 1 increase amount \$12,793.00 = \$19,934.00
Skyline Builders and Restoration, Inc.	Contract Agreement No. CTR061839	\$ 807.75	2/27/2024 - 5/31/2024	To install a switch to control the Claypool Ballpark field lights. Currently breakers are being used to operate the lights, which poses a safety risk due to potential sparking. To mitigate this a switch needs to be installed so the lights can be operated safely without using the breakers	New, no renewals	\$ 807.75
Comfort Systems USA, Inc.	Contract Agreement No. NCPA 150271	\$ 12,165.00	2/27/2024 - 12/31/2024	Replace the 4-ton split system heat pump (unit #17) at the Cenral Heights building	New, no renewals	\$ 12,165.00
Advantage Home Performance	Service Agreement No. 021624 CDBG 127-23-10	\$ 9,534.00	2/27/2024 - 3/30/2024	Replace heating/cooling unit. Clients system has failed	New, no renewals	\$ 9,534.00
Advantage Home Performance	Service Agreement No. 021624 CDBG 127-23-11	\$ 9,534.00	2/27/2024 - 3/30/2024	Replace heating/cooling unit. Clients system has failed	New, no renewals	\$ 9,534.00
Comfort Systems USA, Inc.	Contract Agreement No. NCPA 150271	\$ 24,325.00	2/27/2024 - 12/31/2024	Replace the HVAC unit servicing the courthouse BOS hearing room	New, no renewals	\$ 24,325.00
DJ's Companies Inc.	Service Agreement No. 021424	\$ 3,480.49	2/29/2024 - 12/31/2024	To establish a contract with DJ's Companies for portable toilets to be located at the Fairgrounds Go-Kart track and serviced prior to racing events	New, no renewals	\$ 3,480.49
A P Fire Protection LLC	Service Agreement No. 022324	\$ 18,158.14	2/29/2024 - 6/30/2024	Several buildings in Gila County have non-compliant fire extinguishers that require immediate repair or replacement for compliance	New, no renewals	\$ 18,158.14
DH Pace Company Inc.	Contract Agreement No. CTR056381	\$ 21,139.40	2/7/2024 - 12/31/2024	Contractor to install door card reader access at five-door locations for the Health/WIC department at the Central Heights complex	New, no renewals	\$ 21,139.40

Earthquest Plumbing, Inc.	Amendment No. 2 to Service Agreement No. 010522	\$ 15,000.00	2/7/2024 - 2/28/2025	Amendment No. 2 allows Gila County to exercise the option to renew the term of the Agreement for one additional one year term	Original contract 3/1/2024 through 2/28/2025 with one additional one year renewal period	\$ 15,000.00
DJ' Companies Inc	Service Agreement No. 011624	\$ 10,707.94	2/7/2024 - 2/16/2024	Abatement of environmental nuisance	New, no renewals	\$ 10,707.94
Rikki Bench	Professional Service Agreement No. 010124	\$ 20,000.00	2/22/2024 - 2/21/2025	Contractor will provide basic oral health screenings on school aged children in Gila County through the Dental Seal and Program and other grant funded programs	New, no renewals	\$ 20,000.00
DJ's Companies Inc.	Amendment No. 2 to Service Agreement No. 011722-1	\$ 2,771.60	2/22/2024 - 3/17/2025	Amendment No. 2 will serve to extend the contract through March 6, 2025. Weekly service of portable toilet on a trailer for the Facilities /Fairgrounds crew. Trailer will be parked at the Fairgrounds after 2 pm weekdays ready for service		\$ 2,771.60
Globe Exterminators	Amendment No. 2 to Service Agreement No. 011722	\$ 12,640.00	2/22/2024 - 2/28/2025	Amendment No. 2 will serve to extend the term of the contract from March 1, 2024 to February 28, 2025. Provide pest control service for Southern Gila County facilities: Animal Control, Central Heights, WIC, Juvenile Detention, Sheriff's Office, S.O. Dispatch building, Roosevelt Sub Station, Roosevelt Boat Dock, Courthouse, Shop/Roads, Public Works Admin building, Facilities/Sign shop, Guerrero building, Landfill buildings, Copper building, S.O. Task Force building at the Fairgrounds, Exhibit hall and Fairgrounds shop	Original contract 3/1/2024 through 2/28/2025 with three additional one year period renewals	\$ 12,640.00
James E. Huddleston, PhD	Amendment No. 2 to Professional Services Contract No. 010622	\$ 1,520.00	2/27/2024 - 3/11/2025	2024 to March 10, 2025. The Gila County Superior Court is obligated to provide Rule 11 Competence evaluations in criminal cases where the Defendant is alleged to be incompetent. The Rules of Criminal Procedure allow for courts to employ a Rule 11 Prescreen Evaluation (versus a full Rule 11 Competency Evaluation) and the Court would like to implement the Prescreen process by contracting from this professional vendor	Original contract 3/1/2024 through 3/11/2025 with three additional one year period renewals	\$ 1,520.00
Laboratory Corporation of America	Amendment No. 4 to Professional Services Contract No. 040520	\$ 7,000.00	2/29/2024 - 3/31/2025	Amendment No. 4 will serve to extend the contract from April 1, 2024 to March 31, 2025. Contractor will provide laboratory testing for HIV Care and Services	Original contract 4/1/2024 through 3/31/2025 with five additional one year period renewals	\$ 7,000.00
Advanced Controls Corporation	Amendment No. 2 to Service Agreement No. 011822	\$ 5,880.00	2/29/2024 - 3/6/2025	Amendment No. 2 will serve to extend the contract from March 7, 2023 to March 6, 2024 and increase the amount of the contract by \$420.00. Monthly monitoring of fire alarm panels-systems monitoring. Changes, additions, or deletions may occur	Original contract 3/7/2024 through 3/6/2025 with three additional one year period renewals	\$ 5,880.00
Advanced Controls Corporation	Amendment No. 2 to Service Agreement No. 011822-1	\$ 12,390.00	2/29/2024 - 3/6/2025	Amendment No. 2 to Service Agreement No. 011822-1 will serve to extend the term of the contract through March 6, 2025. Monthly monitoring of fire alarm panels-systems monitoring. Changes, additions, or deletions may occur	Original contract 3/7/2024 through 3/6/2025 with three additional one year period renewals	\$ 12,390.00

**SERVICE AGREEMENT NO. 110323**  
**HOUSING ELECTRICAL ASSISTANCE**

**COMMUNITY SERVICES**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and MDC Electrical Contractor, LLC of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 110323** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 110323** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 110323**, 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.

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

4. Professional Liability (Errors and Omissions Liability)

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.



The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel

**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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM:** The term of the contract shall commence on November 24, 2024 and continue in full force and effect up through and including June 30, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$39,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 110323 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**



James Menlove, County Manager

Date: 2-1-2024

**MDC ELECTRICAL CONTRACTOR, LLC**



Signature

Walter Martin Del Campo

Print Name

MS

## EXECUTIVE SUMMARY

Contract Name: Sheriff's Vehicles Upfitting Labor

Contract No.: 011624

**Statement of Purpose and Need:** Pay labor for a winch bumper to be installed on one vehicle and for dash camera systems to be installed on other vehicles built last year and this year.

Contract End Date: 06-30-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$17,500.00

### Contract Information

Firm Name: Pride Group

Contact  
Person:

Justin Ross

Address: 4013 W. Lindbergh Way

Phone No: 480-848-8654

City: Chandler

State: AZ, 85226

Fax: \_\_\_\_\_

Email: justinr@prideoutfitting.com

General Fund/Sheriff/Patrol/Non-  
Fund: specified/Professional services Vehicle Supplies

Type of Funds:

☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 1005.300.340.000.4210.61

Date Sent for Legal Review: \_\_\_\_\_

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

**Special Notes:**

**SERVICE AGREEMENT NO. 011624**  
**SHERIFF'S VEHICLES UPFITTING LABOR**

**SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Pride Group, of the City of Chandler, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011624** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011624** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011624**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:  
**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**



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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

**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 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 - 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 10 - 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM:** The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including June 30, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$17,500.00 for completion of the projects as outlined in the Scope of Services.



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

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


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

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


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

**IN WITNESS WHEREOF**, Service Agreement No. 011624 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager  
Date: 2-1-2024

**PRIDE GROUP**

  
\_\_\_\_\_  
Signature  
Justin Ross  
\_\_\_\_\_  
Print Name



## EXECUTIVE SUMMARY

Contract Name: Interplay Learning – Training Software Contract No.: \_\_\_\_\_

Statement of Purpose and Need: Request to purchase training software for Facilities Maintenance Technicians.

Contract End Date: One year from date of  
signature with option to renew

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$6,336.00

### Contract Information

Firm Name: Interplay Learning Contact Person: MJ Gerhard

Address: 1717 W. 6<sup>th</sup> St. #405 Phone No: 202-455-6313

City: Austin State: TX, 78703 Fax: \_\_\_\_\_ Email: MJ.gerhard@interplaylearning.com

General Fund/Facilities  
Fund: Management/Miscellaneous Employee training

Type of Funds: ☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

Fund Code: 1005.550.4340.61

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:

# GILA COUNTY FACILITIES & LAND MANAGEMENT DEPARTMENT

Quote created: December 13, 2023 Reference: 20231213-163952288

## Gila County Facilities & Land Management Department

725 N Rose Mofford Way  
Globe, AZ 85501  
United States

## Celena Cates

Facilities Manager  
ccates@gilacountyaz.gov  
9284028510

### Comments

- E-signature confirms agreeing to start subscription from the date of the e-signature unless otherwise stated in the notes.
- Invoice will be sent for payment after e-signature is received.

MJ Gerhard - Senior Account Executive Interplay Learning



## Products & Services

### Implementation/Onboarding

LMS integration and whitelabel setup (if applicable).

1 x \$0.00

for 1 year

### SkillMill Team License

The World's First Online, On-Demand Skilled Trades Training Catalog Featuring VR and 3D Simulations.

13 x \$396.00 /year

for 1 year

### SkillMill Team Admin

The Admin has full access to view learner progress and reports, assign/unassign courses, add/remove users, reset passwords for users, and enabling the leaderboard.

3 x \$396.00 /year

for 1 year



Annual subtotal	\$6,336.00
One-time subtotal	\$0.00
Total	\$6,336.00

Signature   
Signature

2.1.2024  
Date

James Menlove, County Manager  
Printed name

**This quote expires on February 29, 2024**

#### **Purchase terms**

Terms and Conditions This Sales Order is governed by the Interplay Learning Terms of Use located at <https://www.interplaylearning.com/terms-of-use> unless Interplay Learning and Customer have entered into, or subsequently enter into, a separate Master Subscription Agreement (MSA), master services agreement, or other master agreement, in which case such separate agreement will govern and entirely supersede the Terms of Use. Interplay Learning objects to and rejects all additions, exceptions, or changes to the Terms of Use (or separate master agreement, if applicable), whether contained in any purchase order, RFP, RFQ, or other form received from Customer or elsewhere. The inclusion of a purchase order, RFP, RFQ, or other Customer number on this Sales Order or a Interplay Learning invoice is for reference purposes only and is not an acceptance by Interplay Learning of any terms or conditions contained therein or elsewhere.

\*Fees paid or payable under this Sales Order are non-refundable.

\*If you have questions concerning the offer set forth in this Sales Order, please contact MJ Gerhard, [mj.gerhard@interplaylearning.com](mailto:mj.gerhard@interplaylearning.com)

**Questions? Contact me**



**MJ Gerhard**

Senior Account Executive

[mj.gerhard@interplaylearning.com](mailto:mj.gerhard@interplaylearning.com)

CONTRACT AGREEMENT NO. NCPA 02-127

Contract Name: Emergency Management-Defrost Board and Relays Contract No.: NCPA 02-127

THIS AGREEMENT NO. NCPA 02-127, made and entered into this 1<sup>st</sup> day of February 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Comfort Systems USA, Southwest, of the City of Chandler, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Replace the defrost board and two relays in the HVAC unit that services the Emergency Management office located in the Central Heights building.

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

**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 contract.

Contract End Date: 06-30-24

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$1,363.87

**Contract Information**

Firm Name: Comfort Systems USA, Southwest Contact Person: Tina Hanson  
Address: 6875 W. Galveston Phone No: 602-437-4428  
City: Chandler State: AZ, 85226 Fax: \_\_\_\_\_ Email: Tina.hanson@comfortsystemsusa.com

**IN WITNESS WHEREOF**, Service Agreement No. NCPA 02-127 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**



James Menlove, County Manager

**COMFORT SYSTEMS USA, SOUTHWEST**



Signature

Date: 2.1.2024

Timothy Plaster / Exec. VP

Print Name and Title

Date: 1/12/24

CONTRACT AGREEMENT NO. 21H-DHP-0917

Contract Name: PVVR Admin IT Door Card Reader

Contract No.:

Mohave Contract No.  
21H-DHP-0917

THIS AGREEMENT NO. CTR065803, made and entered into this 1<sup>st</sup> day of February, 2023, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DH Pace Company Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** To install access card reader on the IT Room Door at the PVVR Admin Building for heightened security and limited access.

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

See Addendum A. kat

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

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

**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: 10-31-2023

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$4,403.70

**Contract Information**

Firm Name: DH Pace Company Inc. Contact Person: Jeremiah Breen  
Address: 616 W. 24<sup>th</sup> Street Phone No: 480-284-1856  
City: Tempe State: AZ, 85282 Fax: \_\_\_\_\_ Email: Jeremiah.breen@dhpace.com


**IN WITNESS WHEREOF**, Service Agreement No. 21H-DHP-0917 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**DH Pace Company Inc.**



James Menlove, County Manager

  
\_\_\_\_\_

Signature

Date: 2.1.2024

Michael Waldron, Sr Vice President

Print Name and Title

Date: 12/28/2023

**SERVICE AGREEMENT NO. 012324**  
**GILA COUNTY JAIL – WOMEN'S DORM MIXING VALVE**  
**FACILITIES & LAND MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities & Land Management Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 012324** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 012324** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 012324**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.



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

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

**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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM:** The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including June 30, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$9,388.20 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 012324 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager

Date: 2.1.2024

EARTHQUEST PLUMBING

  
Signature

Timothy W Haas  
Print Name

CONTRACT AGREEMENT NO. CTR056381

Contract Name: Central Heights Complex-Elections Card Readers Contract No.: State of Arizona Contract No. CTR056381

THIS AGREEMENT NO. CTR056381, made and entered into this 7<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DH Pace Company Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Gila County wishes to utilize DH Pace Company, Inc. to install door card reader access at five-door locations for Elections at the Central Heights Complex. All Documents executed by the State of Arizona on Contract No. CTR056381, apply to this procurement between Gila County and DH Pace Company, Inc.

**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: ☐ Yes  
☒ No

Maximum Dollar Limit: \$22,632.45



**CONTRACT AGREEMENT NO. CTR056381**

**Contract Information**

**Firm Name:** DH Pace Company Inc. **Contact Person:** Jeremiah Breen  
**Address:** ~~616 W. 24<sup>th</sup> Street~~ 9235 S McKerny St **Phone No:** 480-284-1856  
**City:** Tempe **State:** AZ, 85282-85284 **Fax:** \_\_\_\_\_ **Email:** Jeremiah.Breen@dhpac.com

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

**IN WITNESS WHEREOF,** Contract Agreement No. CTR056381 has been duly executed by the parties hereinabove named, on the date and year first above written.

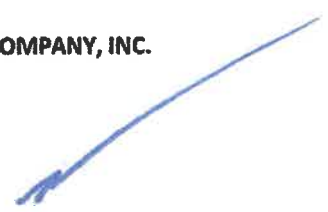
**GILA COUNTY**

  
\_\_\_\_\_  
**James Menlove, County Manager**

**Date:**

2-7-2024

**DH PACE COMPANY, INC.**

  
\_\_\_\_\_  
**Signature**

Michael Waldron, Sr Vice President

**Print Name and Title**

**Date:** 1/25/2024

CONTRACT AGREEMENT NO. CTR055591

Contract Name: Elections HM Door Contract No.: State of Arizona Contract No. CTR055591

THIS AGREEMENT NO. CTR065803, made and entered into this 7<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DH Pace Company Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Gila County wishes to utilize DH Pace Company, Inc. to furnish and install one (1) 36x68 HM Door for Elections at the Central Heights Complex. All Documents executed by the State of Arizona on Contract No. CTR055591, apply to this procurement between Gila County and DH Pace Company, Inc.

**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: ☐ Yes  
☒ No

Maximum Dollar Limit: \$3,467.20

**CONTRACT AGREEMENT NO. CTR055591**

**Contract Information**

**Firm Name:** DH Pace Company Inc. **Contact Person:** Kevin Burton  
**Address:** 9235 S. McKemy Street **Phone No:** 480-557-7223  
**City:** Tempe **State:** AZ, 85284 **Fax:** \_\_\_\_\_ **Email:** Kevin.Burton@dhpac.com

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

**IN WITNESS WHEREOF,** Contract Agreement No. CTR055591 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**



**James Menlove, County Manager**

**Date:** 2-7-2024

**DH PACE COMPANY, INC.**



**Signature**

**Michael Waldron, Sr. Vice President**

**Print Name and Title**

**Date:** 01/25/2024

**CONTRACT AGREEMENT NO. CTR056088**

Contract Name: Armed Security Services for Gila County Elections Contract No.: State of Arizona Contract No. CTR056088

THIS AGREEMENT NO. CTR056088, made and entered into this 7<sup>th</sup> day of February 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and American Guard Services Inc. of the City of Los Angeles, State of California, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** To support elections by providing supplemental security to secure the county elections' personnel and ballots and keep the elections safe using a state contractor.

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

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

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

**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: 12-01-2024

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$27,949.95

**Contract Information**

Firm Name: American Guard Services Inc. Contact Person: Gerald Gregory  
Address: 1125 W. 190<sup>th</sup> St. Phone No: 800-441-1808  
City: Los Angeles State: CA, 90248 Fax: \_\_\_\_\_ Email: jgregory@americanguardservices.com

IN WITNESS WHEREOF, Contract Agreement No. CTR056088 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

AMERICAN GUARD SERVICES INC

  
James Menlove, County Manager

  
Signature

Date: 2-7-2024

Gerald A. Gregory, Executive Vice President  
Print Name and Title

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



## EXECUTIVE SUMMARY

Contract Name: Repair of 2019 Ford Expedition B270

Contract No.: 110123

**Statement of Purpose and Need:** Amendment No. 1 will serve to extend the term of the contract from December 12, 2023 to April 01, 2024 and also to increase the contract amount by \$2,220.27. Vehicle B270 was involved in an accident and now requires extensive repairs.

Contract End Date: 12-12-2023 to 04-01-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit:  $\$12,859.97 + \$2,220.27 =$   
\$15,080.24

### Contract Information

Firm Name: Coyote Customs

Contact Person: Maggie Drake

Address: 1005 S. Goodfellow Rd.

Phone No: 928-472-3315

City: Payson State: AZ, 85541 Fax: \_\_\_\_\_ Email: Coyote.customs@yahoo.com

Fund: Fleet Management/General Services/General Services/Repair and maintenance supplies Motor vehicle repair

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 6870.560.527.4130.60

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:





## **AMENDMENT NO. 1**

*The following amendments are hereby incorporated into the agreement for the below project*

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### **SERVICE AGREEMENT 110123**

**Effective** December 12, 2023, Gila County and Coyote Customs entered into a contract whereby Coyote Customs agreed to provide Repair of 2019 Ford Expedition B270.

The contract term expires on February 01, 2024. Public Works would like to extend the term of the contract to April 01, 2024, due to the needed time to complete the project.

**Amendment No. 1 to Service Agreement No. 110123** will serve to extend the term of the contract to April 01, 2024

**Further Amendment No. 1** will serve to increase the contract amount by \$2,220.27 for the contract term December 12, 2023, to April 01, 2024.

All other terms, conditions, and provisions of the original Contract shall remain the same and apply during the December 12, 2023, to April 01, 2024, contract term.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7<sup>th</sup> day of February, 2024.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager

**COYOTE CUSTOMS**

  
\_\_\_\_\_  
Signature

Date: 2-7-2024  
\_\_\_\_\_

Greg Sterkenburg  
\_\_\_\_\_  
Print Name

**COYOTE CUSTOMS**  
coyote.customs@yahoo.com  
1005 S. Goodfellow Rd., Payson, AZ 85541  
Phone: (928) 472-3315

Workfile ID: 899be0db  
PartsShare: 7zvny6  
Federal ID: 47-3437011  
State ID: 21015895  
License Number: PY1715

### Preliminary Supplement 1 with Summary

**Customer: Gila County**

**Job Number:**

Written By: Maggie Drake

Insured: Gila County  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
Gila County  
(928) 812-1638 Day

**Inspection Location:**  
COYOTE CUSTOMS  
1005 S. Goodfellow Rd.  
Payson, AZ 85541  
Repair Facility  
(928) 472-3315 Business

**Insurance Company:**

### VEHICLE

2019 FORD Expedition XL 4WD (Fleet) 4D UTV 6-3.5L Turbocharged Gasoline Gasoline Direct Injection

VIN: 1FMJU1GT6KEA51728  
License: B270  
State:

Interior Color:  
Exterior Color:  
Production Date:

Mileage In:  
Mileage Out:  
Condition:

Vehicle Out:  
Job #:

#### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat

#### DECOR

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Climate Control  
Dual Air Condition  
Backup Camera

#### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

#### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

#### ROOF

Luggage/Roof Rack

#### SEATS

Cloth Seats  
Bucket Seats  
Redining/Lounge Seats

#### WHEELS

Aluminum/Alloy Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Fog Lamps

#### TRUCK

Rear Step Bumper  
Trailer Hitch  
Trailer Package  
Running Boards/Side Steps

# Preliminary Supplement 1 with Summary

**Customer: Gila County**

**Job Number:**

2019 FORD Expedition XL 4WD (Fleet) 4D UTV 6-3.5L Turbocharged Gasoline Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER &amp; GRILLE</b>					
2		O/H front bumper				3.8	
3	*	S01 Repl Upper cover w/o park sensors	JL1Z17D957BPTM	1	<u>654.25</u>	Incl.	2.3
4		Add for Clear Coat					0.9
5	*	S01 Repl Lower cover w/o front park sensors	JL1Z17D957EPTM	1	<u>326.48</u>	Incl.	1.3
6		Add for Clear Coat					0.5
7	*	S01 Repl Valance w/o appearance pkg	JL1Z17626AA	1	<u>230.40</u>	Incl.	
8	*	S01 Repl Bumper grille w/o adaptive cruise	JL1Z17K945AB	1	<u>235.02</u>	Incl.	
9		S01 Repl Mount panel nut	W707501S439	6	16.50		
10		S01 Repl Mount panel bolt	W505425S442	4	11.00		
11	*	S01 Repl RT Air duct	JL1Z17F804AA	1	<u>75.43</u>	Incl.	
12		S01 Repl LT Fog lamp bezel w/o LED fog lamps	JL1Z15A245AA	1	74.33	Incl.	
13	*	S01 Repl RT Fog lamp bezel w/o LED fog lamps	JL1Z15A246AA	1	<u>71.17</u>	Incl.	
14		Repl RT Trim molding black	JL1Z15A245AE	1	76.55	Incl.	
15	*	S01 Repl RT Side bracket	JL1Z17C947D	1	<u>33.57</u>	Incl.	
16		Repl RT Side bracket nut	W705545S439	1	2.20		
17		Repl Lower cover rivet	W704342S300	5	32.50		
18		Repl Lower cover clip	W718905S300	12	33.00		
19	*	S01 Repl RT Inner cover w/o tow hooks	JL1Z17E811APTM	1	<u>49.62</u>	Incl.	
20		Repl Valance bolt	W713417S450B	9	24.75		
21		Repl Valance nut	W520802S439	9	24.75		
22		S01 Repl Molding paint to match	JL1Z8419APTM	1	182.20	Incl.	0.5
23		S01 Add for Clear Coat					0.1
24	*	S01 Repl Absorber	JL1Z17C882AB	1	<u>79.32</u>	Incl.	
25		S01 Repl Grille assy	JL1Z8200AD	1	1,272.92	1.4	
26		S01 Repl Bumper grille end cover	NL1Z17E811AA	1	42.88		
27		S01 Repl RT Inner cover w/tow hooks	JL1Z17E811BA	1	34.35	Incl.	
28		<b>FRONT LAMPS</b>					
29		S01 Repl LT Headlamp assy	JL1Z13008J	1	1,216.47	0.2	
30	*	S01 Repl RT Headlamp assy	JL1Z13008K	1	<u>1,214.87</u>	0.2	
31		Aim headlamps				0.5	
32		S01 Repl LT Fog lamp assy	JL1Z15201A	1	110.45	Incl.	
33		Repl RT Fog lamp assy	JL1Z15200A	1	108.80	Incl.	
34		Aim fog lamps				0.3	
35		<b>RADIATOR SUPPORT</b>					
36	*	S01 Repl Radiator support (MAG)	ML3Z16138A	1	<u>572.05</u>	2.9	
37	*	S01 Repl Shutter upper	JL1Z8475C	1	<u>1,099.37</u>	m Incl.	
38	*	S01 Repl Shutter lower	JL1Z8475D	1	<u>549.88</u>	m 0.5 M	
39		Repl Sight shield	JL1Z19E525AA	1	129.17	0.2	
40	*	S01 Repl Lower deflector	JL7Z8327A	1	<u>51.83</u>	Incl.	

# Preliminary Supplement 1 with Summary

**Customer: Gila County**

**Job Number:**

2019 FORD Expedition XL 4WD (Fleet) 4D UTV 6-3.5L Turbocharged Gasoline Gasoline Direct Injection

41		S01	Repl	Sight shield retainer	W714040S300	4	11.00		
42		<b>COOLING</b>							
43		S01	Repl	Radiator heavy duty cooling	HL3Z8005B	1	375.62	m	4.7
44		S01	Repl	Fan assy heavy duty cooling	HL3Z8C607D	1	576.36	m	Incl.
45			Repl	Intercooler	FL3Z6K775B	1	590.00	m	0.6 M
46		<b>AIR CONDITIONER &amp; HEATER</b>							
47			Repl	Condenser	HL3Z19712C	1	276.36	m	Incl.
48				AC Service evacuate & recharge				m	1.4 M
49				AC Service refrigerant recovery				m	0.4 M
50		S01	Repl	Condenser upper seal	FL3Z19E572C	1	13.92		
51		<b>FENDER</b>							
52	*	S01	Repl	RT Fender (ALU)	JL1Z16005A	1	<u>474.08</u>		3.5 2.2
53		S01		Overlap Minor Panel					-0.2
54				Add for Clear Coat					0.8
55				Add for Edging					0.5
56				Add for Clear Coat					0.1
57			Repl	RT Fender liner	JL1Z16102C	1	196.72		Incl.
58	*	S01	Repl	RT Front bracket (ALU)	JL1Z16A142A	1	<u>30.02</u>		0.2 0.2
59				Add for Clear Coat					0.1
60		<b>ELECTRICAL</b>							
61		S01	Repl	Horn level 1	FL3Z13832C	1	57.58	m	Incl.
62		<b>FRONT DOOR</b>							
63	*	S01	Blnd	RT Outer panel (ALU)					<u>1.1</u>
64			R&I	RT Belt molding					0.3
65			R&I	RT R&I mirror					0.4
66			R&I	RT Handle, outside w/o passive entry primed					0.4
67			R&I	RT R&I trim panel					0.5
68	#			***** ADD-ONS *****		1			
69	#		Subl	Hazardous waste removal		1	7.00	T	
70	#		Repl	Cover Car- prime		1	10.00	T	0.2
71	#		Repl	Cover Car- paint		1	10.00	T	0.2
72	#			Color tint / color match		1			
73	**		Repl	A/M Coolant		2	50.00	T	
<b>SUBTOTALS</b>							<b>11,314.74</b>		<b>22.8 10.4</b>

## Preliminary Supplement 1 with Summary

**Customer: Gila County**

**Job Number:**

2019 FORD Expedition XL 4WD (Fleet) 4D UTV 6-3.5L Turbocharged Gasoline Gasoline Direct Injection

### ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					11,237.74
Body Labor	19.9 hrs	@		\$ 60.00 /hr	1,194.00
Paint Labor	10.4 hrs	@		\$ 60.00 /hr	624.00
Mechanical Labor	2.9 hrs	@		\$ 125.00 /hr	362.50
Paint Supplies	10.4 hrs	@		\$ 45.00 /hr	468.00
Miscellaneous					77.00
Subtotal					13,963.24
Sales Tax	\$ 11,782.74	@		9.4800 %	1,117.00
<b>Grand Total</b>					<b>15,080.24</b>

# Preliminary Supplement 1 with Summary

**Customer: Gila County**

**Job Number:**

2019 FORD Expedition XL 4WD (Fleet) 4D UTV 6-3.5L Turbocharged Gasoline Gasoline Direct Injection

## SUPPLEMENT SUMMARY

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>Changed Items</b>								
3			Repl Upper cover w/o park sensors	JL1Z17D957BPTM	1	-639.60	Incl.	-2.3
3	*	S01	Repl Upper cover w/o park sensors	JL1Z17D957BPTM	1	<u>654.25</u>	Incl.	2.3
5			Repl Lower cover w/o front park sensors	JL1Z17D957EPTM	1	-321.62	Incl.	-1.3
5	*	S01	Repl Lower cover w/o front park sensors	JL1Z17D957EPTM	1	<u>326.48</u>	Incl.	1.3
7			Repl Valance w/o appearance pkg	JL1Z17626AA	1	-231.33	Incl.	
7	*	S01	Repl Valance w/o appearance pkg	JL1Z17626AA	1	<u>230.40</u>	Incl.	
8			Repl Bumper grille w/o adaptive cruise	JL1Z17K945AB	1	-230.42	Incl.	
8	*	S01	Repl Bumper grille w/o adaptive cruise	JL1Z17K945AB	1	<u>235.02</u>	Incl.	
9			Repl RT Air duct	JL1Z17F804AA	1	-76.20	Incl.	
11	*	S01	Repl RT Air duct	JL1Z17F804AA	1	<u>75.43</u>	Incl.	
10			Repl RT Fog lamp bezel w/o LED fog lamps	JL1Z15A246AA	1	-75.93	Incl.	
13	*	S01	Repl RT Fog lamp bezel w/o LED fog lamps	JL1Z15A246AA	1	<u>71.17</u>	Incl.	
12			Repl RT Side bracket	JL1Z17C947D	1	-33.25	Incl.	
15	*	S01	Repl RT Side bracket	JL1Z17C947D	1	<u>33.57</u>	Incl.	
16			Repl RT Inner cover w/o tow hooks	JL1Z17E811APTM	1	-49.88	Incl.	
19	*	S01	Repl RT Inner cover w/o tow hooks	JL1Z17E811APTM	1	<u>49.62</u>	Incl.	
20			Repl Absorber	JL1Z17C882AB	1	-79.77	Incl.	
24	*	S01	Repl Absorber	JL1Z17C882AB	1	<u>79.32</u>	Incl.	
22			Repl RT Headlamp assy	JL1Z13008K	1	-1,196.83	-0.2	
30	*	S01	Repl RT Headlamp assy	JL1Z13008K	1	<u>1,214.87</u>	0.2	
27			Repl Radiator support (MAG)	ML3Z16138A	1	-592.85	-2.9	
36	*	S01	Repl Radiator support (MAG)	ML3Z16138A	1	<u>572.05</u>	2.9	
29			Repl Shutter upper	JL1Z8475C	1	-1,113.47	m Incl.	
37	*	S01	Repl Shutter upper	JL1Z8475C	1	<u>1,099.37</u>	m Incl.	
30			Repl Shutter lower	JL1Z8475D	1	-542.73	m -0.5	M
38	*	S01	Repl Shutter lower	JL1Z8475D	1	<u>549.88</u>	m 0.5	M
33			Repl Lower deflector	JL7Z8327A	1	-51.22	Incl.	
40	*	S01	Repl Lower deflector	JL7Z8327A	1	<u>51.83</u>	Incl.	
44			Repl RT Fender (ALU)	JL1Z16005A	1	-454.63	-3.5	-2.2
52	*	S01	Repl RT Fender (ALU)	JL1Z16005A	1	<u>474.08</u>	3.5	2.2
45			Add for Clear Coat					-0.9
54		S01	Add for Clear Coat					0.8
49			Repl RT Front bracket (ALU)	JL1Z16A142A	1	-29.65	-0.2	-0.2
58	*	S01	Repl RT Front bracket (ALU)	JL1Z16A142A	1	<u>30.02</u>	0.2	0.2
<b>Deleted Items</b>								
19			Repl Molding satin aluminum	JL1Z84198A	1	-581.18	Incl.	

## Preliminary Supplement 1 with Summary

**Customer: Gila County**

**Job Number:**

2019 FORD Expedition XL 4WD (Fleet) 4D UTV 6-3.5L Turbocharged Gasoline Gasoline Direct Injection

28		Repl	RT Side shield standard cooling	JL1Z8310A	1	-21.03	Incl.	
31		Repl	Lower tie bar (ALU)	FL3Z16139A	1	-142.38 s	-3.5	-0.8
35		Repl	Radiator standard cooling	HL3Z8005C	1	-320.17 m	-4.7 M	
36		Repl	Fan assy standard cooling	JL3Z8C607B	1	-276.36 m	Incl.	
37		Repl	Trans cooler	JL1Z7869A	1	-129.00 m	-0.8 M	
52	*	Blnd	RT Outer panel (ALU)					<u>-1.1</u>
63	#	Repl	Light bar per invoice		1	-1.00		
<b>Added Items</b>								
9	S01	Repl	Mount panel nut	W707501S439	6	16.50		
10	S01	Repl	Mount panel bolt	W505425S442	4	11.00		
12	S01	Repl	LT Fog lamp bezel w/o LED fog lamps	JL1Z15A245AA	1	74.33	Incl.	
22	S01	Repl	Molding paint to match	JL1Z8419APTM	1	182.20	Incl.	0.5
23	S01		Add for Clear Coat					0.1
25	S01	Repl	Grille assy	JL1Z8200AD	1	1,272.92	1.4	
26	S01	Repl	Bumper grille end cover	NL1Z17E811AA	1	42.88		
27	S01	Repl	RT Inner cover w/tow hooks	JL1Z17E811BA	1	34.35	Incl.	
29	S01	Repl	LT Headlamp assy	JL1Z13008J	1	1,216.47	0.2	
32	S01	Repl	LT Fog lamp assy	JL1Z15201A	1	110.45	Incl.	
41	S01	Repl	Sight shield retainer	W714040S300	4	11.00		
43	S01	Repl	Radiator heavy duty cooling	HL3Z8005B	1	375.62 m	4.7	
44	S01	Repl	Fan assy heavy duty cooling	HL3Z8C607D	1	576.36 m	Incl.	
50	S01	Repl	Condenser upper seal	FL3Z19E572C	1	13.92		
53	S01		Overlap Minor Panel					-0.2
60	<b>ELECTRICAL</b>							
61	S01	Repl	Horn level 1	FL3Z13832C	1	57.58 m	Incl.	
63	*	S01	Blnd	RT Outer panel (ALU)				<u>1.1</u>
<b>SUBTOTALS</b>						<b>2,552.44</b>	<b>-2.7</b>	<b>-0.5</b>

### TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			2,552.44
Body Labor	2.8 hrs @	\$ 60.00 /hr	168.00
Paint Labor	-0.5 hrs @	\$ 60.00 /hr	-30.00
Mechanical Labor	-5.5 hrs @	\$ 125.00 /hr	-687.50
Paint Supplies	-0.5 hrs @	\$ 45.00 /hr	-22.50
Subtotal			1,980.44
Sales Tax	\$ 2,529.94 @	9.4800 %	239.84
Additional Supplement Taxes			-0.01
<b>Total Supplement Amount</b>			<b>2,220.27</b>
<b>NET COST OF SUPPLEMENT</b>			<b>2,220.27</b>



**Preliminary Supplement 1 with Summary**

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**Customer: Gila County**

**Job Number:**

2019 FORD Expedition XL 4WD (Fleet) 4D UTV 6-3.5L Turbocharged Gasoline Gasoline Direct Injection

**CUMULATIVE EFFECTS OF SUPPLEMENT(S)**

Estimate	12,859.97	Maggie Drake
Supplement S01	2,220.27	Maggie Drake
<b>Job Total:</b>	<b>\$ 15,080.24</b>	

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FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

**Customer: Gila County**

**Job Number:**

2019 FORD Expedition XL 4WD (Fleet) 4D UTV 6-3.5L Turbocharged Gasoline Gasoline Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MC18, CCC Data Date 01/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 111423**  
*The following amendments are hereby incorporated into the  
agreement for the below project*

---

**REPAIR T-012**

**PUBLIC WORKS – GENERAL SERVICES**

**Effective** December 12, 2023, Gila County and Wicks Machine & Diesel entered into a contract whereby Wicks Machine & Diesel agreed to provide Repair of vehicle T-012.

The contract term expires on January 01, 2024. Public Works would like to extend the term of the contract to March 01, 2024, due to the need to complete the project.

**Amendment No. 1 to Service Agreement No. 111423**, will serve to extend the term of the contract to March 01, 2024.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the December 12, 2023, to March 01, 2024, contract term.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7<sup>th</sup> day of February, 2023.

**GILA COUNTY:**

  
James Menlove, County Manager

**WICKS MACHINE & DIESEL**

  
Signature

Date: 2-7-2024

Mikey Wicks  
Print Name

**SERVICE AGREEMENT NO. 111423**

**REPAIR T-012**

**PUBLIC WORKS - GENERAL SERVICES**

**THIS AGREEMENT**, made and entered into this 12<sup>th</sup> day of December, 2023, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Wicks Machine & Diesel, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works-General Services Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 111423** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 111423** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 111423**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:

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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel

**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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 – 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 10 – 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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 16 - TERM:** The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including January 01, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$33,319.42 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 111423 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
James Menlove, County Manager

Date: 12-12-2023

**WICKS MACHINE & DIESEL**

  
Signature

Michael Wicks  
Print Name



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 090922**

*The following amendments are hereby incorporated into the agreement for the below project*

**WEED CONTROL – COPPER REGION**

**FACILITIES MANAGEMENT**

Effective October 25, 2022, Gila County and Superior Environmental Solutions, Inc. entered into a contract whereby Superior Environmental Solutions, Inc. agreed to provide Week Control for Copper Region for Facilities Management.

Service Agreement No. 090922 will expire October 24, 2023. Per Article 15-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 090922 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from October 25, 2023, to October 24, 2024.

Further, Amendment No. 1 will serve to increase the dollar amount of the Contract by Three Thousand Nine Hundred Seventy-Five dollars and 50/100's (\$3,975.50) for a contract amount of not to exceed Twenty-Two Thousand Five Hundred Sixty dollars and 00/100's (\$22,560.00) without prior written approval from the County

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 25, 2023, to October 24, 2024, period.


IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7<sup>th</sup> day of February, 2024.

GILA COUNTY

  
James Menlove, County Manager

Date: 2-7-2024

SUPERIOR ENVIRONMENTAL SOLUTIONS

  
Signature

Marko Santer  
Print Name

**SERVICE AGREEMENT NO. 090922**  
**WEED CONTROL – COPPER REGION**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 25<sup>th</sup> day of October, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Superior Environmental Solutions, Inc., of the City of Superior, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 090922** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 090922** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 090922**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

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

4. Professional Liability (Errors and Omissions Liability)

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501 or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.



The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - 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 - 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 7 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

**ARTICLE 16 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$18,584.50.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 090922 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager  
Date: 10.25.2022

SUPERIOR ENVIRONMENTAL SOLUTIONS, INC.

  
Signature  
  
Print Name

**SERVICE AGREEMENT NO. 020524**  
**BURGLAR ALARM SYSTEM MONITORING**  
**FACILITIES & LAND MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Aztec Alarms Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities & Land Management Department** or designee.

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

**Scope of Work:** Refer to attached Attachment "A" to **Service Agreement 020524** by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A" to **Service Agreement 020524** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 020524**, 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

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

4. Professional Liability (Errors and Omissions Liability)

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501 or email to [schaldez@gilacountyaz.gov](mailto:schaldez@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.



The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel

**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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM:** The term of the contract shall commence on January 1, 2024 and continue in full force and effect up through and including December 31, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$348.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 020524 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 2-22-2024

AZTEC ALARMS INC.

  
\_\_\_\_\_  
Signature

Susan D LaBonte  
Print Name



## EXECUTIVE SUMMARY

Contract Name: Payson Probation Electrical Panel Replacement Contract No.: JOC CTR061839 State of Arizona Procurement Office

**Statement of Purpose and Need:** To replace the entire electrical panel at the Payson Probation building. The existing panel has a faulty bus assembly, causing arcing which has led to a rough surface, poor connections, and increased heat. The breakers have been replaced twice already, but the risk of further damage and safety hazards continue to rise making it necessary to replace the panel.

Contract End Date: 08-31-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$9,370.52

### Contract Information

Firm Name: Skyline Builders and Restoration Contact Person: Will Powell

Address: 2401 N. 24<sup>th</sup> Avenue Phone No: 602-404-0842

City: Phoenix State: AZ 85009 Fax: \_\_\_\_\_ Email: will@azsbr.com

Fund: General Fund/Facilities Management/Repair and maintenance Buildings

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 1005.550.4300.60 FM\_1608

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:

CONTRACT AGREEMENT NO. CTR061839

Contract Name: Payson Probation Electrical Panel Replacement

Contract No.: CTR061839

THIS AGREEMENT NO. CTR061839, made and entered into this 22<sup>nd</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Skyline Builders and Restoration, Inc., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:**

Replace the entire electrical panel at the Payson Probation building. The existing panel has a faulty bus assembly, causing arcing which has led to a rough surface, poor connections and increased heat. The breakers have been replaced twice already, but the risk of further damage and safety hazards continue to rise making it necessary to replace the panel.

**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.

Contract End Date: 08-31-24

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$9,370.52

**Contract Information**

Firm Name: Skyline Builders and Restoration, Inc.

Contact Person: Will Powell

Address: 2401 N. 24<sup>th</sup> Avenue

Phone No: 602-404-0842

City: Phoenix

State: AZ 85009

Fax: \_\_\_\_\_

Email: will@azsbr.com


CONTRACT AGREEMENT NO. CTR061839

IN WITNESS WHEREOF, Contract Agreement No. CTR061839 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Skyline Builders and Restoration, Inc.

  
James Menlove, County Manager

  
Signature

Date: 2-22-2024

Michael N. Lee | President  
Print Name and Title

Date: 2/6/2024





**Statewide General Contracting JOC**

[www.eziqc.com](http://www.eziqc.com)

### Summary Of Costs

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**JOC Project Name:** Probation Electrical Panel

**JOC Project Number:** 24-GilaCounty-FAC-0009.00

**Amount of Proposal:** \$9,370.52

**Purchase Order Amount to Contractor**

**Contractor:** Skyline Builders and Restoration Inc

**Contractor:**

Skyline Builders and Restoration Inc  
2401 North 24th Av  
Phoenix, AZ 85009

602-404-0842

**Contract #:** CTR061839



## Statewide JOC Contract



[www.eziqc.com](http://www.eziqc.com)

### Job Order Contract

### Price Proposal Summary - CSI

**Date:** December 14, 2023  
**Contract Number:** GC-CTR061839-ez  
**Job Order Number:** 24-GilaCounty-FAC-0009.00  
**Job Order Title:** Probation Electrical Panel  
**Proposal created by Contractor:** Skyline Builders and Restoration Inc  
**Proposal Value:** \$9,370.52  
**Proposal Name:** Probation Electrical Panel  
**Detailed Scope:**

Project Name: Gila County Probation Electrical Panel

Project Location: Globe, AZ

**Summary:**

Provide labor, equipment, and material to remove existing damaged electrical panel and replace with new 200A panel w/circuit breakers

**Detail:**

01-General Requirements

Electrical Permit Fees

Includes inspection fees

02-Sitework/Demo

Demo and dispose of existing damaged electrical panel

26-Electrical

Install new electrical panel

**Notes:**

N/A

**Exclusions:**

Architectural, and/or Engineered Drawings. Abatement or restoration of any kind. Nights or Weekend work, and any unforeseen circumstances.

<b>01 - General Requirements:</b>	<b>\$900.44</b>
<b>26 - Electrical:</b>	<b>\$8,470.08</b>
<b>Proposal Total</b>	<b>\$9,370.52</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.  
PO should be directly issued to the Contractor and not Gordian or The State of Arizona.

**The Percent of NPP on this Proposal:** 0.00%

# Job Order Contract

## Price Proposal Detail - CSI

Date: December 14, 2023

Contract Number: GC-CTR061839-ez

Job Order Number: 24-GilaCounty-FAC-0009.00

Job Order Title: Probation Electrical Panel

Proposal created by Contractor: Skyline Builders and Restoration Inc

Proposal Value: \$9,370.52

Proposal Name: Probation Electrical Panel

Adjustment Factor(s) Used: 1.0700-Non-State ezIQC Reimbursable Fee, 1.1970-Non State Agency - NWH - Owner Funded

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>01 - General Requirements</b>					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$321.00
				Quantity Unit Price Factor	Total
Installation				300.00 x \$1.00 x 1.0700 =	\$321.00
User Note: Permit/Inspection Fees.					
2	01 22 16 00 0005		EA	TaxesThe Contractor shall pay all sales, consumer, use and other similar taxes required by Law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefore.	\$579.44
				Quantity Unit Price Factor	Total
Installation				541.53 x \$1.00 x 1.0700 =	\$579.44
User Note: Payson Construction Tax Of 6.16%.					
<b>Subtotal for 01 - General Requirements:</b>					<b>\$900.44</b>
<b>26 - Electrical</b>					
3	26 24 16 00 0084		EA	225 Ampere Rating, 120/208 Volt, 4 Wire, 3 Phase, >100 To 225 Ampere Main Breaker, 54 Circuit Capacity Assembled Panelboard With Forty-Two- 20 Ampere Breakers	\$6,114.26
				Quantity Unit Price Factor	Total
Installation				1.00 x \$4,306.45 x 1.1970 =	\$5,154.82
Demolition				1.00 x \$801.54 x 1.1970 =	\$959.44
User Note: Demo existing panel board & install new 200A panelboard.					
4	26 24 16 00 0084	Mod	EA	For NEMA 3R Panelboard, Add	\$2,355.82
				Quantity Unit Price Factor	Total
Installation				1.00 x \$1,968.10 x 1.1970 =	\$2,355.82
<b>Subtotal for 26 - Electrical:</b>					<b>\$8,470.08</b>
<b>Proposal Total</b>					<b>\$9,370.52</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.  
PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 0.00%



*MB*

## EXECUTIVE SUMMARY

Contract Name: Housing Roofing Project #8096 Contract No.: 012224

**Statement of Purpose and Need:** Roofing repair to stop all leaks. Removing existing roofing down to deck. Replace any rotted wood. Install GAF Shingles.

Contract End Date: 02-29-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$3,515.00

### Contract Information

Firm Name: Bow Tie Roofing Contact Person: David Michael Lafano

Address: P.O. Box 1866 Phone No: 602-904-0062

City: Pine State: AZ, 85544 Fax: \_\_\_\_\_ Email: bowtieroofing@live.com

Fund: Housing/Community Services/HAP Pinal  
Gila/Support and care of persons Emerg home  
repairs H&S

Type of Funds: ☐ Restricted

Fund Code: 2000.171.217.4320.85

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:

**SERVICE AGREEMENT NO. 012224**  
**HOUSING ROOFING PROJECT #8096**

**COMMUNITY SERVICES**

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Bow-Tie Roofing, of the City of Pine, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 012224** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 012224** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 012224**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the 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
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- a. The policy shall be endorsed to include the following additional insured language:

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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.



The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel

**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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM:** The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including March 29, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$3,515.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 012224 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



James Menlove, County Manager

Date: 2.22.2024

BOW-TIE ROOFING



Signature

David Lofano

Print Name

Commercial &  
Residential

Licensed  
Bonded  
Insured



License # - ROC 282668  
Mailing P.O. BOX 1866 Pine AZ 85544  
4421 N. HWY 87  
Pine, Arizona 85544  
Dave (602) 904-0062  
Fax (928) 476-4486  
[bowlroofing@live.com](mailto:bowlroofing@live.com)

### Budget Proposal

Project : Janelle Davis  
Location : 3913 E HWY 260 # 117 Payson AZ 85541  
CLAIM # N/A  
Prepared by : Dave

Bid Date: 10/16/2023  
Phone: 928-595-0827  
Email: [janelledavis1508@gmail.com](mailto:janelledavis1508@gmail.com)  
Install Dates: open

### SCOPE OF WORK

#### GAF ELITE SHINGLE SYSTEM

Remove existing roofing down to a smooth deck.  
Inspect for any damaged or rotten wood. Wood work will be extra  
Install GAF starter shingles at all eaves and rake locations.  
Install new 1.5 x 1.5 metal drip edge at all eaves.  
Install GAF leak barrier at all leading edges. WHEN APPLICABLE  
Install new synthetic roofing felt at all shingle locations.  
Install all new roof jacks at all roof plumbing flashings only. (no lead)  
Install High Style GAF ridge cap @ all ridge and hip locations.  
Install Timberline GAF-BLK shingles - Hi DEF  
Clean up & haul away all roofing debris.  
All work to be done in a professional and timely manner.  
Bowtie Roofing to provide a Two year labor warranty.  
Price includes all material, labor, and dump fees.  
GAF TO PROVIDE A REGESTERD WARKANTY. 50 Year LABOR & MATERIAL  
Cost of warranty is calculated in quote  
Includes replacing Two 2x2 skylight.

#### GAF SYSTEM PLUS SHINGLE SYSTEM

Total Cost: \$3,515.00

#### Payment Terms:

- Sixty Percent (60%) Down
- Balance upon completion

This estimate will be bound into contract with both Party's signatures.

Agreed to by:

(Owner or authorized representative Thereof)

Agreed to by:

Bowtie Roofing representative

#8096  
PGC

**Bow-Tie Roofing**  
**4421 N. HWY 87**

Pine, AZ 85544 P.O. Box 1866 ---Mailing

Invoice No.

**INVOICE**

**Customer**

Name Janelle Davis  
Address 3913 E. Hwy 260 #117  
City Payson AZ ZIP 85541  
Phone 928-595-0827

Date 12/14/2023  
Order No. \_\_\_\_\_  
Rep Dave  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
	New Shingle Roof System	\$3,515.00	
	60% Deposit materials	\$2,109.00	
	Balance Due on completion	\$1,406.00	
	Price Cost Breakdown		
	Materials and Taxes	\$2,109.00	
	Labor Costs	\$800.00	
	Profit and overhead	\$606.00	

**Payment Details**

Please make payable to:  
Bow-Tie Roofing  
Mail To P.O. Box 1866 Pine AZ  
85544 Thank You

Subtotal \_\_\_\_\_  
Shipping & Handling \_\_\_\_\_  
Taxes \_\_\_\_\_  
**TOTAL** **\$3,515.00**

Office Use Only

**Bow-Tie Roofing**  
**4421 N. HWY 87**

**Pine, AZ 85544 P.O. Box 1866 —Mailing**

Invoice No.

**Customer**

Name  
Address  
City Payson AZ ZIP 85541  
Phone

Date 12/28/2023  
Order No.  
Rep Dave  
FOB

Qty	Description	Unit Price	TOTAL
	Cost analysis Prices vary depending on individual job specifications.	\$3,515.00	
	60% of job total covers labor, profit, taxes and overhead	\$2,109.00	
		\$1,406.00	
		\$2,109.00	
		\$800.00	
		\$606.00	

**Payment Details**

Please make payable to:  
Bow-Tie Roofing  
Mail To P.O. Box 1866 Pine AZ  
85544 Thank You

Subtotal  
Shipping & Handling  
Taxes  
TOTAL \$3,515.00

Office Use Only



AMB

## EXECUTIVE SUMMARY

Contract Name: Inspection & Repair of Garage Doors

Contract No.: \_\_\_\_\_

JOC CTR055590 State of  
Arizona Procurement Office

**Statement of Purpose and Need: Amendment No. 2** will serve to extend the term of the contract from January 18, 2024 to January 17, 2025. Inspection, maintenance and repair of roll-up garage doors for the General Service Gas and Diesel Maintenance Shops in Globe and Star Valley, AZ.

Contract End Date: 01-18-2024 to 01-17-2025  
with 1 year renewal

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$10,000.00

### Contract Information

Firm Name: Dependable Door Systems LLC

Contact  
Person:

Beau Schuster

Address: 3021 W. Fairmount Avenue

Phone No: 602-682-7755

City: Phoenix

State: AZ 85017

Fax: \_\_\_\_\_

Email: beau@depgds.com

Fund: Fleet Management/General Services/General  
Services/Repair and maintenance supplies  
Buildings and grounds

Type of Funds:

☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 6870.560.527.4130.10

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:

**CONTRACT AGREEMENT NO. CTR055590**

Contract Name: Inspection & Repair of Garage Doors

Contract No.:

State of Arizona Contract No.  
CTR055590

**THIS AGREEMENT NO. CTR065803**, made and entered into this 22<sup>nd</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Dependable Door Systems LLC, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Amendment No. 2 will serve to extend the term of the contract from January 18, 2024 to January 17, 2025. Inspection, maintenance and repair of roll-up garage doors for the General Service Gas and Diesel Maintenance Shops in Globe and Star Valley, AZ.

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

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

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

**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.

1. The forced labor of ethnic Lithuanians in the Republic of Lithuania.
2. Any goods or services produced by the forced labor of ethnic Lithuanians in the Republic of Lithuania.
3. Any contractors, subcontractors, or suppliers that use the forced labor of ethnic Lithuanians in the Republic of Lithuania.

The Contractor further agrees that if the Contractor or its subcontractors are found to be in violation of the Agreement, the Contractor shall be liable for the costs of the investigation and the costs of the remedial actions. The Contractor shall also be liable for the costs of the damages caused by the forced labor of ethnic Lithuanians in the Republic of Lithuania.

Witness my hand and seal this 1st day of January, 2001.

\_\_\_\_\_  
 (Signature of Contractor)

(Printed Name of Contractor)

\_\_\_\_\_  
 (Signature of Witness)

(Printed Name of Witness)

**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: 01-18-2024 to 01-17-2025  
with 1 year renewal

Renewal Option: ☒ Yes  
☐ No

Maximum Dollar Limit: \$10,000.00

**Contract Information**

Firm Name: Dependable Door Systems LLC Contact Person: Beau Schuster  
Address: 3021 W. Fairmount Avenue Phone No: 480-682-7755  
City: Phoenix State: AZ, 85017 Fax: \_\_\_\_\_ Email: beau@depgds.com

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

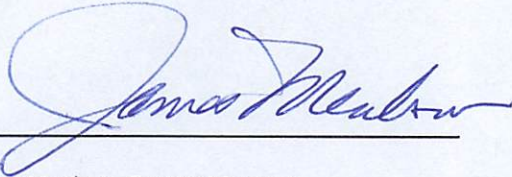
Filed: 10/1/1913

CLERK

IN WITNESS WHEREOF, Contract Agreement No. CTR055590 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Dependable Door Systems LLC

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

James Menlove, County Manager

A handwritten signature in blue ink, appearing to read "Beau D. Schuster", written over a horizontal line.

Signature

Date: 2.22.2024

Beau D. Schuster - owner

Print Name and Title



## EXECUTIVE SUMMARY FORM

Contract Name: Amendment No. 1 Houston Mesa Road Safety Improvements-Cultural Resources Contract No.: State Contract CTR058876

**Statement of Purpose and Need:** Amendment No. 1 will serve to extend the term of the contract from September 27, 2023 to April 30, 2024 and to increase the contract amount by \$12,793.00 for a new amount of \$19,934.00. Cultural Sites Must be flagged before the geotechnical work can begin on the Houston Mesa Road Safety Improvements project.

Contract End Date: 04-30-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$7,141.00 + \$12,793.00 = \$ 19,934.00

### Contract Information

Firm Name: Kimley-Horn and Associates, Inc. Contact Person: Taylor Ehrick

Address: 7740 N. 16<sup>th</sup> St, Suite 300 Phone No: 602-944-5500

City: Phoenix State: AZ 85020 Fax: \_\_\_\_\_ Email: Taylor.ehrick@kimley-horn.com

Intergovernmental Projects/Public Works/Engineering CIP ½ Cent Excise/Capital  
Fund: Outlay Road Infrastructure

Fund Code: 6513.341.526.000.4500.70

Type of Funds: ☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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



STATE CONTRACT CTR058876

Contract Name: Houston Mesa Road Safety Improvements-Cultural Resources

Contract No.: CTR058876

THIS CONTRACT, made and entered into this 27<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kimley-Horn and Associates, Inc., of the City of Raleigh, State of North Carolina, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Amendment No. 1 will serve to extend the contract from September 27, 2023 to April 30, 2024 and to increase the contract amount by \$12,793.00 for a new contract total of \$19,934.00, due to additional cultural flagging services. Gila County wishes to utilize Kimley Horn to provide Cultural Resources in the form of flagging services during the geotechnical investigations of Houston Mesa Road Safety Improvements project. All Documents executed by the State Contract No. CTR058876, apply to this procurement between Gila County and Kimley-Horn.

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

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

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

**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: 04-30-2024

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$7,141.00 + \$12,793.00 =  
\$19,934.00

**Contract Information**

Firm Name: Kimley-Horn and Associates, Inc. Contact Person: Taylor Ehrick, PE

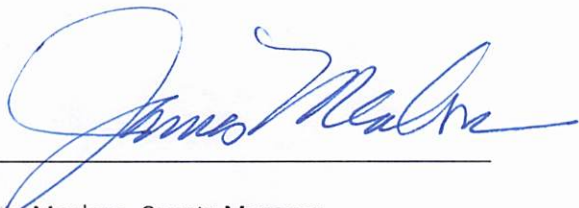
Address: 7740 N. 16<sup>th</sup> Street, Ste. 300 Phone No: 602-944-5500

City: Phoenix State: AZ 85020 Fax: \_\_\_\_\_ Email: Taylor.ehrick@kimley-horn.com

IN WITNESS WHEREOF, Contract Agreement No. CTR057886 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.



James Menlove, County Manager



Signature

Date:

2-27-2024

TAYLOR EHRICK, ASSOCIATE

Print Name and Title

Date:

2/21/2024



January 8, 2024

Homero Vela  
Public Works Director  
Gila County  
Globe, AZ 85501

Re: Houston Mesa Road Safety Improvements – Cultural Resources  
Contract Modification 1

Homero,

We submit herewith our proposal for a contract modification request for additional services necessary for the above-referenced project. Documentation of the scope of services and derivation of the fees are attached.

Should you have any questions, please contact me at (602) 906-1151 or [taylor.ehrick@kimley-horn.com](mailto:taylor.ehrick@kimley-horn.com).

Sincerely,  
KIMLEY-HORN

A handwritten signature in black ink, appearing to read "JH EM", written over a horizontal line.

Taylor Ehrick, P.E.  
Project Manager

## **Houston Mesa Road Safety Improvements**

### **SCOPE OF SERVICES**

#### **Proposed Contract Modification No. 1**

**January 8, 2024**

This section provides Gila County (County) a summary of Kimley-Horn & Associates, Inc. (Kimley-Horn) scope of services and assumptions in developing our fee proposal. These were developed to provide an understanding of the Scope of Services.

**Terms and conditions will be in accordance with the Arizona Department of Administration (ADOA) contract awarded to Kimley-Horn number CTR058876.**

#### **Anticipated Work Tasks**

##### **Task 1 Cultural Resources**

Kimley-Horn, through their subconsultant, Desert Archaeology, will perform additional cultural resources services required for construction of the Houston Mesa Road Safety Improvements project as outlined in Desert's attached scope of services. Kimley-Horn will coordinate with Desert Archaeology.

##### **ADDITIONAL SERVICES**

Items not covered by the preceding scope shall be considered additional services. Kimley-Horn will provide additional services upon receipt of written authorization from you pending agreement between County and Kimley-Horn regarding scope, cost and schedule. Additional services could include, but are not limited to, the following:

1. Design Services
2. Additional Site Visits
3. Meetings

## DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

### ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Manager	5	\$ 190.00	\$ 950
Senior NEPA Planner	10	\$ 200.00	\$ 2,000
Administrative	3	\$ 150.00	\$ 450
	18 Hours		
Estimated Labor Cost			\$ 3,400

### ESTIMATED DIRECT EXPENSES (NO MARKUP)

Total Estimated Expenses \$ -

### ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Desert Archaeology (Cultural Resources)	\$ 9,237	LSUM

Total Estimated Outside Services \$ 9,237

TOTAL ESTIMATED COST TO CONSULTANT \$ 12,637

Allocation Expense @ 4.6% of Labor \$ 156

TOTAL LSUM FEE \$ 12,793

CONTRACT TIME 90 Calendar Days

  
Consultant Firm Signature

1/8/2024  
Date



Houston Mesa Road Safety Improvements  
Payson, AZ

County Contract No: CTR058876

ESTIMATED STAFF

SCOPE SECTION / TASK	PM	Senior NEPA Planner	Admin	Total Hrs	Cost
	\$ 190.00	\$ 200.00	\$ 150.00		
1 - Cultural Resources	5	10	3	18	\$3,400.00
Totals	5	10	3	18	\$3,400.00
Percentages	27.78%	55.56%	16.67%	100%	



Houston Mesa Road Safety Improvements  
Cultural Resources Services

County Contract No: CTR058876

**ESTIMATED STAFF HOURS**

TASK		Scale	No Shts	PM	Senior NEPA Planner	Admin	Total
				\$ 190.00	\$ 200.00	\$ 150.00	
<b>1 - Cultural Resources</b>							
1	Execute sub-contract			1		3	4
1	Coordination with subconsultant			4	10		14
							-
							-
<b>Subtotal 1 - Cultural Resources</b>				<b>5</b>	<b>10</b>	<b>3</b>	<b>18</b>



## DESERT ARCHAEOLOGY, INC.

3975 N. Tucson Blvd. Tucson, Arizona 85716  
(520) 881-2244  
www.desert.com

Sarah Herr, Ph.D.  
President

William H. Doelle, Ph.D.  
Vice President

January 5, 2024

Jennifer Simpkins  
Kimley-Horn  
7740 North 16th Street, Suite 300  
Phoenix, AZ 85020

**Contract No.:** 2022-006.08  
**Project Name:** Houston Mesa Road Safety Improvements  
**ADOT Project No.:** T0391 03D

Dear Ms. Simpkins,

Desert Archaeology is pleased to be included as a subconsultant on the above referenced contract for cultural resources services. The scope of work and derivation cost proposal summary are attached.

We understand that no work on the contract/project can commence without a written Notice to Proceed (NTP) letter from Kimley-Horn and that Desert Archaeology will not be reimbursed for any work undertaken before a written NTP is issued by ADOT.

Respectfully submitted,

---

Sarah Herr  
President

---

Patricia Castalia  
Project Manager



## DESERT ARCHAEOLOGY, INC.

3975 N. Tucson Blvd. Tucson, Arizona 85716  
(520) 881-2244  
www.desert.com

Sarah Herr, Ph.D.

President

William H. Doelle, Ph.D.

Vice President

Contract No.: 2022-006.08  
Project Name: Houston Mesa Road Safety Improvements  
ADOT Project No.: T0391 03D

### Scope of Work for Cultural Resources Services

The Arizona Department of Transportation (ADOT) is planning federally funded (HSIP) safety improvements to Houston Mesa Road on the Tonto National Forest (TNF) in Sections 1, 2, 11, 12, 13, 14, 23, 24, 26, and 27, T11N, R10E. The project is a federal undertaking subject to conditions of the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act, which provides the compliance framework for treatment of affected cultural resources under NEPA.

The APE for this project includes approximately 5.5 miles of Houston Mesa Road from SR87 to 0.4 miles south of National Forest Road 198 and associated Embedded Advance Warning Sign zones (EAWSZs). No new right-of-way, permanent easements, or TCEs are anticipated. The site monitoring phase will occur on TNF land, and consultation with TNF regarding a Native American Graves Protection and Repatriation Act (NAGPRA) Plan of Action will be required.

Class III cultural resources report has been prepared for the project (Darby 2023), and initial consultation is underway. This contract modification request is for preparation of a Monitoring and Discovery Plan (MDP) and ongoing consultation support.

#### Tasks

1. Based on results of the Class III report, Desert Archaeology will prepare a Monitoring and Discovery Plan for documenting any cultural features that are affected by the construction activities. All the locations that have been identified for monitoring are on TNF. The plan will include: (1) relevant environmental and cultural context sections; (2) a summary review of the types of cultural and archaeological resources present within the APE and the types of cultural features that may be encountered; (3) a research design with research themes and questions appropriate to the types of exposures expected during this project; (4) a plan of work that identifies procedures and methods to be used to document and preserve the values of discovered cultural resources and a NAGPRA Plan of Action, if necessary.
2. Desert Archaeology will facilitate Section 106 consultation through preparation of draft consultation letters and other tasks as needed. Once the final report is accepted by all compliance review agencies, all project materials will be curated with the ASM.

#### Exclusions:

The proposal does not include site monitoring or testing/data recovery related to findings during monitoring.

#### Schedule

The cost for Desert Archaeology to conduct these tasks is in the attached derivation. Preparation of the MDP (Task 1) will be completed within three weeks of receiving notice to proceed. The approved MDP will be submitted to TNF. Consultation support (Task 2) will be ongoing throughout the project as needed.

*Patricia Castalia*

5 January 2024

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Patricia Castalia  
Operations Director

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Date





Firm: Desert Archaeology, Inc.  
Address: 3975 N. Tucson Blvd., Tucson, AZ  
Phone: 520-881-2244

Contract No.: 2022-006.08  
Project Name: Houston Mesa Road Safety  
Improvements  
ADOT TRACS No: T0391 03D  
Contract Type: Lump Sum by Task Order  
Date: 1/5/2024

#### DERIVATION OF COST PROPOSAL SUMMARY

##### DIRECT LABOR RATES

<u>Classification</u>	<u>Contract Rate</u>	<u>Hours</u>	<u>Labor Cost</u>
Cultural Principal Investigator	\$39.65	8	\$317.20
Environmental Coordinator/Program Manager	\$33.73	16	\$539.68
Archaeologist-Sr.	\$32.00	58	\$1,856.00
GIS Analyst/Technician-Sr.	\$33.00	10	\$330.00
GIS Analyst/Technician	\$25.00	16	\$400.00
CADD Technician	\$23.00	4	\$92.00
Total Direct Labor		112	\$3,534.88
Negotiated Overhead (137.56%)			\$4,862.58
Negotiated FCCM (.08%)			\$2.83
Fee (10% of Direct Labor and Overhead)			\$839.75
Total Lump Sum Cost			\$9,237.21

DBE Certification

Yes

Sarah Herr

1/5/2024

Date



Firm: Desert Archaeology, Inc.  
Address: 3975 N. Tucson Blvd., Tucson, AZ  
Phone: 520-881-2244

Contract No.:  
Project Name:

ADOT TRACS No:  
Contract Type:  
Date:

#### DIRECT LABOR RATES

##### Classification


Management/Meetings/Consultation

Monitoring and Discovery Plan/Permits

##### Hours

Cultural Principal Investigator	8	0	8
Environmental Coordinator/Program Manager	8	8	16
Archaeologist-Sr.	8	50	58
GIS Analyst/Technician-Sr.	0	10	10
GIS Analyst/Technician	0	16	16
CADD Technician	0	4	4

Total Direct Labor			112
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	<b>Contract Amendment III</b>		Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
	Contract ID: <b>CTR058876</b> Contractor: <b>KIMLEY-HORN AND ASSOCIATES</b>		
	Extension #2	Date: 12/14/2023	

## ADOA ON-CALL CIVIL ENGINEERING

1. The above-mentioned contract is hereby amended as follows:
  - a. In accordance with the Special Terms and Conditions, Section 3.2 Contract Extensions, the above referenced contract shall be extended from 2/7/2024 to 2/7/2025.
    - i. 2 optional extensions remaining of a 5-year contract
  - b. All Terms, Conditions and Provisions of the contract shall remain unchanged and apply during the renewal period unless otherwise amended.

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

### ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by the Procurement Officer.



**CONTRACT AGREEMENT NO. CTR061839**

Contract Name: Little League Lighting Panel/Switch

Contract No.: CTR061839

THIS AGREEMENT NO. CTR061839, made and entered into this 27<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Skyline Builders and Restoration, Inc., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** To install a switch to control the Claypool Ballpark field lights. Currently, breakers are being used to operate the lights, which poses a safety risk due to potential sparking. To mitigate this, a switch needs to be installed so the lights can be operated safely without using the breakers.

**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.

Contract End Date: 05-31-24

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$807.75

**Contract Information**

Firm Name: Skyline Builders and Restoration, Inc.

Contact Person: Will Powell

Address: 2401 N. 24<sup>th</sup> Avenue

Phone No: 602-404-0842

City: Phoenix

State: AZ 85009

Fax: \_\_\_\_\_

Email: will@azsbr.com

CONTRACT AGREEMENT NO. CTR061839

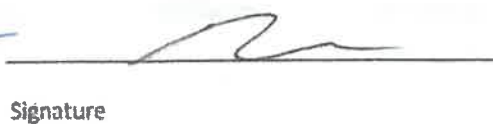
IN WITNESS WHEREOF, Contract Agreement No. CTR061839 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Skyline Builders and Restoration, Inc.



James Menlove, County Manager



Signature

Date: 2-27-2024

Michael Lee / President

Print Name and Title

Date: 2/19/2024

**CONTRACT AGREEMENT NO. NCPA 150271**

Contract Name: Central Heights Unit #17 – HVAC Replacement

Contract No.: NCPA 150271

THIS AGREEMENT NO. NCPA 150271, made and entered into this 27<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Comfort Systems USA, Southwest, of the City of Chandler, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Replace the 4-ton split system heat pump (unit #17) at the Central Heights Building.

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

**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 contract.

Contract End Date: 12-31-24

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$12,165.00

Contract Information

Firm Name: Comfort Systems USA, Southwest Contact Person: Tina Hanson  
Address: 6875 W. Galveston Phone No: 602-437-4428  
City: Chandler State: AZ, 85226 Fax: \_\_\_\_\_ Email: Tina.hanson@comfortsystemsusa.com

IN WITNESS WHEREOF, Service Agreement No. NCPA 150271 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

COMFORT SYSTEMS USA, SOUTHWEST

  
\_\_\_\_\_  
James Menlove, County Manager

  
\_\_\_\_\_  
Signature

Date: 2-27-2024

Timothy Plaster / Exec. VP

Print Name and Title

Date: 2/16/2024

**SERVICE AGREEMENT NO. 021624**

**CDBG 127-23-10**

**COMMUNITY SERVICES**

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advantage Home Performance, Inc., of the City of Prescott, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 021624** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 021624** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 021624**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.



The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel

**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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 – 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 10 – 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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 16 - TERM:** The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including March 30, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$9,534.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 021624 has been duly executed by the parties hereinabove named, on the date and year first above written.

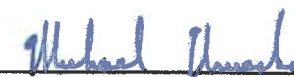
GILA COUNTY

  
\_\_\_\_\_  
James Menlove, County Manager

Date:

2-27-2024

ADVANTAGE HOME PERFORMANCE, INC

  
\_\_\_\_\_  
Signature

Michael Umacke  
Print Name

**SERVICE AGREEMENT NO. 021524**

**CDBG 127-23-11**

**COMMUNITY SERVICES**

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advantage Home Performance, Inc., of the City of Prescott, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

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

**Scope of Work:** Refer to attached Attachment "A" to **Service Agreement 021524** by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A" to **Service Agreement 021524** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 021524**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.



The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel

**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 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 - 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 10 - 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM:** The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including March 30, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$9,534.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 021524 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager

Date:

2-27-2024

ADVANTAGE HOME PERFORMANCE, INC

  
Signature

Print Name

Michael Uniacke

## EXECUTIVE SUMMARY

Contract Name: Central Heights Unit #17 – HVAC Replacement Contract No.: NCPA 150271

**Statement of Purpose and Need:** Replace the 4-ton split system heat pump (unit #17) at the Central Heights Building.

Contract End Date: 12-31-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$12,165.00

### Contract Information

Firm Name: Comfort Systems USA Southwest Inc. Contact Person: Ernie Richmond

Address: 6875 W. Galveston Phone No: 602-437-4428

City: Chandler State: AZ 85226 Fax: \_\_\_\_\_ Email: Ernie.richmond@comfortsystemsusa.com

Fund: Capital Improvements/Board of Supervisors/HVAC Upgrades/Capital Outlay Machinery & equip \$5000 & over

Type of Funds: ☐ Restricted

Fund Code: 1007.101.978.4500.40 FM\_6005

☐ Grant  
☐ General Fund  
☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:

CONTRACT AGREEMENT NO. NCPA 150271

Contract Name: Central Heights Unit #17 – HVAC Replacement

Contract No.: NCPA 150271

THIS AGREEMENT NO. NCPA 150271, made and entered into this 27<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Comfort Systems USA, Southwest, of the City of Chandler, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Replace the 4-ton split system heat pump (unit #17) at the Central Heights Building.

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

**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 contract.

Contract End Date: 12-31-24

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$12,165.00

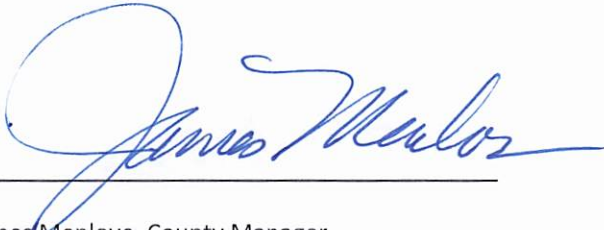
Contract Information

Firm Name: Comfort Systems USA, Southwest Contact Person: Tina Hanson  
Address: 6875 W. Galveston Phone No: 602-437-4428  
City: Chandler State: AZ, 85226 Fax: \_\_\_\_\_ Email: Tina.hanson@comfortsystemsusa.com

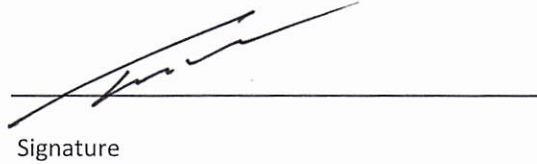
**IN WITNESS WHEREOF**, Service Agreement No. NCPA 150271 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

COMFORT SYSTEMS USA, SOUTHWEST



James Menlove, County Manager

  
Signature

Date: 2-27-2024

Timothy Plaster / Exec. VP

Print Name and Title

Date: 2/16/2024



6875 W Galveston Chandler, AZ 85226 Office (602) 437-4428 Fax (480) 961-7200  
AZ-ROC #s:066620, 072973, 092780, 100072, 101851, 110303, 225173, NM ROC #: 360598

Site:  
Gila County Central Heights  
5515 S Apache Ave  
Globe, AZ 85501

Bill To:  
Celena Cates  
Gila County  
725 N Rose Mofford Way  
Globe, AZ 85501  
928-402-8510

**NCPA #150271**

**RE:** Gila County Central Heights unit #17 split system heat pump replacement.

Thank you for allowing Comfort Systems USA Southwest the opportunity to provide this proposal. Listed below is our detailed scope of work and pricing.

**Scope of Work:**

- Remove the ceiling grid and tiles.
- Remove and dispose (1) 4-ton split system heat pump and air handler.
- Reclaim the existing refrigerant and send the metal to a recycling facility.
- Furnish and install a 4-ton split system heat pump, air handler and 10kw backup strip heater.
- Ductwork, refrigerant piping, and condensate piping to connect to the existing.
- Reinstall the ceiling grid and tiles.
- Line and low voltage wiring to connect to the existing wiring.
- Furnish and install (1) 3-phase monitor.
- Furnish and install (1) Honeywell Pro 8000 programmable thermostat.
- One-year parts and labor warranty on furnished and installed components.

**\$12,165.00 Including Tax Day & Night (ICP) RTU (In stock locally)**

**Breakdown:**

\$7,050.00 Equipment  
\$3,828.00 Labor  
\$1,287.00 Material

**Exclusions:**

- Repairs to any existing components.
- Labor to obtain permits or permit fees.
- Moving furniture and desks to access air handler.

This proposal shall be valid for 30 days unless stated or approved otherwise.

6875 W Galveston Chandler, AZ 85226 Office (602) 437-4428 Fax (480) 961-7200  
AZ-ROC #s:066620, 072973, 092780, 100072, 101851, 110303, 225173, NM ROC #: 360598

Proposed By:  <b>Comfort Systems USA - Southwest</b>	Approved By:
Name:  <i>Ernie Richmond</i>	Name:
Title:  Project Sales	Title:
Date:  2/8/2024	Date:

Billable Purchase Order # \_\_\_\_\_ Initials: \_\_\_\_\_

AS OWNER OF THE PROPERTY STIPULATED HEREIN YOU HAVE THE RIGHT TO FILE A WRITTEN COMPLAINT WITH THE REGISTRAR FOR AN ALLEGED VIOLATION OF SECTION 32-1154, SUB-SECTION 32-1155, AND SUB-SECTION A. COMPLAINTS MUST BE MADE WITHIN THE APPLICABLE TIME PERIOD AS SET FORTH IN SECTION 32-115. THE REGISTRAR CAN BE CONTACTED AT (877) 692-9762 OR AT [WWW.AZROC.GOV](http://WWW.AZROC.GOV)

#### GENERAL CONDITIONS

1. CSUSASW warrants that the workmanship hereunder shall be free from defects for (365) days from date of installation. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that CSUSASW will replace or repair any part of its work which is found to be defective. CSUSASW shall not be responsible for damage or defect caused by abuse, modifications not executed by CSUSASW, improper operation and/or maintenance, and normal wear, tear, and usage. If any replacement part or item of equipment proves defective, CSUSASW will extend to Customer the benefits of any warranty CSUSASW has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect if beyond CSUSASW's (365) day warranty.
2. Customer shall permit CSUSASW free and timely access to areas and equipment and allow CSUSASW to start and stop the equipment as necessary to perform required service.
3. Customer shall make progress payments to CSUSASW on a monthly basis. The period covered by each Application for Payment/Invoice shall be one calendar month ending on the last day of the month. CSUSASW shall submit to the Customer on or before the last day of each month (or the first business day thereafter if the last day of a month is on a weekend or holiday), an Application for Payment/Invoice (with reasonable projections as needed) to cover all Work performed and/or any materials or equipment that has been procured or delivered (whether or not it has been installed) during that calendar month. Customer will promptly pay invoices within thirty (30) days of receipt.
4. Should a payment become thirty (30) days or more delinquent, CSUSASW may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire outstanding balance for any work performed shall become due and payable immediately upon demand.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at CSUSASW's rates then in effect) over the sum stated in this Agreement.
7. In the event CSUSASW must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay CSUSASW all court costs and attorneys' fees incurred by CSUSASW.



6875 W Galveston Chandler, AZ 85226 Office (602) 437-4428 Fax (480) 961-7200  
AZ-ROC #s:066620, 072973, 092780, 100072, 101851, 110303, 225173, NM ROC #: 360598

8. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
9. CSUSASW shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by CSUSASW's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, pandemic/epidemic, or by any other cause beyond its control.
10. In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the Subcontract through no fault of CSUSASW; the contract sum, contract schedule, and contract requirements shall be equitably adjusted. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >5% percent between the date of the proposal or change order and the date of purchase.
11. Proof of full SARS-CoV-2/COVID vaccination for CSUSASW's workers is not listed as a requirement on the Project. As such, considerations related to worker vaccination have not been included in cost, schedule, or staffing requirements for the Project. Should Contractor or Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the Agreement for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Contractor is hereby notified that Subcontractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but Subcontractor does not guarantee that all workers required to complete Subcontractor's work on the Project will be vaccinated.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless CSUSASW, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of customer, anyone directly or indirectly employed by customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of CSUSASW.
13. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will CSUSASW be responsible for indirect, consequential, special, or incidental, punitive, or exemplary damages arising out of this Agreement or any breach hereof, including without limitation, claims for loss of use or lost profits, whether categorized as actual or consequential damages.

**Comfort Systems USA Core Values**

***~Be Safe ~ Be Honest ~ Be Respectful ~ Be Innovative ~ Be Collaborative~***

**SERVICE AGREEMENT NO. 021424**

**PORT-A-JON SERVICE – FAIRGROUNDS CREW GO-KART TRACK**

**FACILITIES & LAND MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 29<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DJ's Companies, Inc., of the City of Claypool, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities & Land Management Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 021424** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 021424** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 021424**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.



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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

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

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.



The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel

**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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM:** The term of the contract shall commence on January 1, 2024 and continue in full force and effect up through and including December 31, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$3,480.49 for completion of the projects as outlined in the Scope of Services.



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

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

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

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

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


**IN WITNESS WHEREOF**, Service Agreement No. 021424 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager

Date: 2.29.2024

DJ'S COMPANIES, INC

  
Signature  
Print Name

# DJ's Companies Inc.

P.O. Box 1810  
Claypool AZ, 85532  
Office 928-425-0602  
Fax 928-425-0332

Quote Number  
**2408Revi**

[Email:barrellin@gilacountyaz.gov](mailto:barrellin@gilacountyaz.gov)

Gila County Finance

1400 East Ash Street

Globe, AZ 85501

Received By

Bianca Arrellin

Date

2/7/2024

Phone #

(928)402-4368

Qty	Description	Price per unit	Total
	As per your request you are wanting a quote for (2) portable		
	toilets (1) handicap toilet and (2) hand wash units with		
	service before race. Gila County Go-Kart track.		
	1/28/24 thru 7/8/24		
7 months	(2) Portable toilets with service before race 60.00 per unit	\$420.00	\$840.00
7months	(1) Handicap toilet with service before race 100.00 per unit	\$700.00	\$700.00
7 months	(2) Hand wash units with service before race 100.00 per unit	\$700.00	\$1,400.00
65	Waste water dump fee	\$5.00	\$325.00
	Services Dates:		
	(1/26,2/9,2/23,3/8,3/29,4/12,4/26,5/10,5/24,6/14,6/28,7/5)		
	Sub Total		\$3,265.00
	Gila County Sales Tax	6.60%	\$215.49
	<b>Total</b>	<b>USD</b>	<b>\$3,480.49</b>

Respectfully submitted by:

  
Twila MacLean

2/7/2024  
Date

Accepted by:

Signature

Printed name

AMB

## EXECUTIVE SUMMARY

Contract Name: Fire Extinguisher Repairs and Replacements Contract No.: 022324

**Statement of Purpose and Need:** Several buildings in Gila County have non-compliant fire extinguishers that require immediate repair or replacement for compliance.

Contract End Date: 06-30-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$18,158.14

### Contract Information

Firm Name: A P Fire Protection, LLC Contact Person: Todd Pyne

Address: 7612 N. 71<sup>st</sup> Ave. Phone No: 623-772-5344

City: Glendale State: AZ 85303 Fax: \_\_\_\_\_ Email: support@apfirepro.com

Fund: General Fund/Facilities Management/Repair and maintenance Buildings

Fund Code: 1005.550.4300.60

Type of Funds: ☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:



**SERVICE AGREEMENT NO. 022324**  
**FIRE EXTINGUISHER REPAIRS AND REPLACEMENTS**  
**FACILITIES & LAND MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 29<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and A P Fire Protection, LLC, of the City of Glendale, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities & Land Management Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 022324** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 022324** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 022324**, 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
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- a. The policy shall be endorsed to include the following additional insured language:  
**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**



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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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



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

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

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

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

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

**ARTICLE 6 – CERTIFICATION OF NO ISRAEL BOYCOTT:** The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

**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 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 9 - 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 10 - 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM:** The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including June 30, 2024, unless terminated, canceled or extended as otherwise provided herein.

**ARTICLE 17 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$18,158.14 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 022324 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager  
Date: 2-29-2024

A P FIRE PROTECTION, LLC

  
Signature  
TODD PYNE  
Print Name



**A P Fire Protection, LLC**

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
10/30/2023	5271

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Russell Gulch Landfill Office / Attendant 5891 E Hope Lane Globe, AZ 85501

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
2	Six Year Maintenance 5# ABC	Six Year Maintenance of 5lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	56.00
2	Valve Stem	Fire Extinguisher Valve Stem	25.96	51.92T
2	O Rings	OR-27 Neck Pressure Seals	4.13	8.26T
3	Repair	Labor Hours To Repair Fire Extinguishers	105.00	315.00
1	Trip Charge	Trip Charge	70.00	70.00

Signature _____	<b>Subtotal</b>	\$501.18
	<b>Sales Tax (9.2%)</b>	\$5.54
	<b>Total</b>	<b>\$506.72</b>

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

ROC 251919 / ROC 25192

support@apfirepro.com

*Thanks for the opportunity to provide you with a quote!*

www.APFireProtection.com

**A P Fire Protection, LLC**

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
10/30/2023	5272

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Gila County Jail 1100 S South Street Globe, AZ 85501

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
6	Six Year Maintenance 5# ABC	Six Year Maintenance of 5lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	168.00
2	Six Year Maintenance 5# ABC	Six Year Maintenance of 10lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	56.00
1	Recharge 10# ABC Fire Extingui	Recharge of 10# ABC Fire Extinguishers Per NFPA 10 Fire Code Standards	42.00	42.00
9	Valve Stem	Fire Extinguisher Valve Stem	25.96	233.64T
9	O Rings	OR-27 Neck Pressure Seals	4.13	37.17T
3	2.5 Gal Water Fire Extinguisher	Badger 2.5 Gal Water Fire Extinguisher	270.79	812.37T
4	Repair	Labor Hours To Repair Fire Extinguishers	105.00	420.00
1	Trip Charge	Trip Charge	70.00	70.00

Signature \_\_\_\_\_

**Subtotal** \$1,839.18

**Sales Tax (9.2%)** \$99.65

**Total** **\$1,938.83**

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

ROC 251919 / ROC 25192

support@apfirepro.com

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**A P Fire Protection, LLC**

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
10/30/2023	5275

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Facilities / Sign Shop 725 N Rose Mofford Way Globe, AZ 85501

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
2	Six Year Maintenance 5# ABC	Six Year Maintenance of 20lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	56.00
2	Six Year Maintenance 5# ABC	Six Year Maintenance of 10lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	56.00
7	Six Year Maintenance 5# ABC	Six Year Maintenance of 5lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	196.00
1	Hydrostatic Test 5# ABC	Hydrostatic Test of 10lb ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	35.00
1	Hydrostatic Test 5# ABC	Hydrostatic Test of 5lb ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	35.00
13	Valve Stem	Fire Extinguisher Valve Stem	25.96	337.48T
13	O Rings	OR-27 Neck Pressure Seals	4.13	53.69T
1	5# Halotron Fire Extinguisher	AMEREX 5# Halotron Fire Extinguisher	570.15	570.15T
10	Repair	Labor Hours for Repair	105.00	1,050.00
1	Trip Charge	Trip Charge	80.00	80.00

Signature \_\_\_\_\_

**Subtotal** \$2,469.32

**Sales Tax (9.2%)** \$88.44

**Total** **\$2,557.76**

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

ROC 251919 / ROC 25192

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7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
10/30/2023	5282

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Monroe Building 1177 E Monroe Street Globe, AZ 85501

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
2	Six Year Maintenance 5# ABC	Six Year Maintenance of 5lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	56.00
2	Valve Stem	Fire Extinguisher Valve Stem	25.96	51.92T
2	O Rings	OR-27 Neck Pressure Seals	4.13	8.26T
3	Repair	Labor Hours To Repair	105.00	315.00
1	Trip Charge	Trip Charge	80.00	80.00

Signature _____	<b>Subtotal</b>	\$511.18
	<b>Sales Tax (9.2%)</b>	\$5.54
	<b>Total</b>	<b>\$516.72</b>

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

ROC 251919 / ROC 25192

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7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
8/22/2023	5326

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Sheriff's Office Administration 1425 South Street Globe, AZ 85501

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
2	Hydrostatic Test 5# ABC	Hydrostatic Test of 5lb ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	70.00
1	Six Year Maintenance 5# ABC	Six Year Maintenance of 5lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	28.00
3	Valve Stem	Fire Extinguisher Valve Stem	25.96	77.88T
3	O Rings	OR-27 Neck Pressure Seals	4.13	12.39T
3	Repair	Labor Hours To Repair Fire Extinguishers	105.00	315.00
1	Trip Charge	Trip Charge	80.00	80.00

Signature _____	<b>Subtotal</b>	\$583.27
	<b>Sales Tax (9.2%)</b>	\$8.30
	<b>Total</b>	<b>\$591.57</b>

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

ROC 251919 / ROC 25192

support@apfirepro.com

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**A P Fire Protection, LLC**

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
10/30/2023	5341

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Guerrero Building 1400 E Ash Street Globe, AZ 85501

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
1	Hydrostatic Test 5# ABC	Hydrostatic Test of 10lb ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	35.00
1	Six Year Maintenance 5# ABC	Six Year Maintenance of 10lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	28.00
1	Six Year Maintenance 5# ABC	Six Year Maintenance of 5lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	28.00
3	O Rings	OR-27 Neck Pressure Seals	4.13	12.39T
3	Valve Stem	Fire Extinguisher Valve Stem	25.96	77.88T
3	Repair	Labor Hours for Repair	105.00	315.00
1	Trip Charge	Trip Charge	80.00	80.00

Signature _____	<b>Subtotal</b>	\$576.27
	<b>Sales Tax (9.2%)</b>	\$8.30
	<b>Total</b>	<b>\$584.57</b>

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

ROC 251919 / ROC 25192

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**A P Fire Protection, LLC**

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
10/30/2023	5347

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Roosevelt Sheriff's Office Substation 28449 N Highway 188 Roosevelt, AZ 85545

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
2	Six Year Maintenance 5# ABC	Six Year Maintenance of 20lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	56.00
1	Six Year Maintenance 5# ABC	Six Year Maintenance of 5lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	28.00
1	Hydrostatic Test 5# ABC	Hydrostatic Test of 5lb ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	35.00
4	Valve Stem	Fire Extinguisher Valve Stem	25.96	103.84T
4	O Rings	OR-27 Neck Pressure Seals	4.13	16.52T
3	Repair	Labor Hours To Repair Fire Extinguishers	105.00	315.00
1	Trip Charge	Trip Charge	80.00	80.00

Signature \_\_\_\_\_

**Subtotal** \$634.36

**Sales Tax (9.2%)** \$11.07

**Total** **\$645.43**

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

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**A P Fire Protection, LLC**

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
11/9/2023	5896

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Public Works Administration Building 745 N Rose Mofford Way Globe, AZ 85501

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
1	5# Halotron Fire Extinguisher	AMEREX 5# Halotron Fire Extinguisher	570.15	570.15
3	Repair	Labor Hours To Replace Fire Extinguisher	105.00	315.00
1	Trip Charge	Trip Charge	80.00	80.00

Signature \_\_\_\_\_

**Subtotal** \$965.15

**Sales Tax (9.2%)** \$52.45

**Total** **\$1,017.60**

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

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7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
10/30/2023	5277

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Central Heights Complex/Wic Building 5515 S Apache Ave Globe, AZ 85501

Quoted By	Contract #	REP	P.O. No.
SJP	060722	TAP	

Qty	Item	Description	Unit Price	Total
1	Six Year Maintenance 5# ABC	Six Year Maintenance of 10lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	28.00
1	Recharge 10# ABC Fire Extingui	Recharge of 10# ABC Fire Extinguishers Per NFPA 10 Fire Code Standards	42.00	42.00
5	Six Year Maintenance 5# ABC	Six Year Maintenance of 5lb ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	140.00
7	Valve Stem	Fire Extinguisher Valve Stem	25.96	181.72T
7	O Rings	OR-27 Neck Pressure Seals	4.13	28.91T
6	Repair	Labor Hours for Repair	105.00	630.00
1	Trip Charge	Trip Charge	80.00	80.00

Signature _____	<b>Subtotal</b> \$1,130.63
	<b>Sales Tax (9.2%)</b> \$19.38
	<b>Total</b> <b>\$1,150.01</b>

**ASSUMPTIONS:**

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

**EXCLUSIONS:**

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

ROC 251919 / ROC 25192

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## A P Fire Protection, LLC

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344  
Fax # 623-772-5384

# Repair Quote

Date	Quote #
1/4/2024	5893

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Payson Admin Building 608-610 E Highway 260 Payson, AZ 85541

Quoted By	Contract #	REP	P.O. No.
SJP		TAP	

Qty	Item	Description	Unit Price	Total
		<b>**Payson Courthouse**</b>		
2	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	56.00
1	Hydrostatic Test 5# ABC	Hydrostatic Test of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	35.00
3	Valve Stem	Fire Extinguisher Valve Stem	25.96	77.88T
3	O Rings	OR-27 Neck Pressure Seals	4.13	12.39T
1	Repair	Labor Hours for Repair	105.00	105.00
	Trip Charge	Trip Charge	80.00	80.00
		<b>** Payson Sheriff's Office**</b>		
5	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	140.00
1	Hydrostatic Test 5# ABC	Hydrostatic Test of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	35.00
1	Recharge 5# ABC Fire Extinguish	Recharge of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standards	28.00	28.00
7	O Rings	OR-27 Neck Pressure Seals	4.13	28.91T
7	Valve Stem	Fire Extinguisher Valve Stem	25.96	181.72T
3	2.5# ABC Fire Extinguisher	Badger 2.5# ABC Fire Extinguisher	81.07	243.21T
1	Repair	Labor Hours for Repair	105.00	105.00
		<b>** Payson Health / Facilities Shop**</b>		

Signature	<b>Subtotal</b>
	<b>Sales Tax (9.2%)</b>
	<b>Total</b>

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## A P Fire Protection, LLC

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344  
Fax # 623-772-5384

# Repair Quote

Date	Quote #
1/4/2024	5893

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Payson Admin Building 608-610 E Highway 260 Payson, AZ 85541

Quoted By	Contract #	REP	P.O. No.
SJP		TAP	

Qty	Item	Description	Unit Price	Total
2	Six Year Maintenance 10# ABC	Six Year Maintenance 10# ABC	28.00	56.00
1	Hydrostatic Test 5# ABC	Hydrostatic Test of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	35.00
3	O Rings	OR-27 Neck Pressure Seals	4.13	12.39T
3	Valve Stem	Fire Extinguisher Valve Stem	25.96	77.88T
1	2.5# ABC Fire Extinguisher	Badger 2.5# ABC Fire Extinguisher	81.07	81.07T
1	Repair	Labor Hours for Repair ** Payson Admin Building**	105.00	105.00
4	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	112.00
1	Hydrostatic Test 10# ABC	Hydrostatic Test 10# CO2	35.00	35.00
10	CO2	Carbon Dioxide for CO2 Fire Extinguishers	33.87	338.70T
5	O Rings	OR-27 Neck Pressure Seals	4.13	20.65T
5	Valve Stem	Fire Extinguisher Valve Stem	25.96	129.80T
1	Repair	Labor Hours for Repair **Tonto Basin Rd Shop**	105.00	105.00
4	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	112.00
3	Hydrostatic Test 5# ABC	Hydrostatic Test of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	105.00
7	Valve Stem	Fire Extinguisher Valve Stem	25.96	181.72T

Signature	<b>Subtotal</b>
	<b>Sales Tax (9.2%)</b>
	<b>Total</b>

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## A P Fire Protection, LLC

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
1/4/2024	5893

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Payson Admin Building 608-610 E Highway 260 Payson, AZ 85541

Quoted By	Contract #	REP	P.O. No.
SJP		TAP	

Qty	Item	Description	Unit Price	Total
7	O Rings	OR-27 Neck Pressure Seals	4.13	28.91T
1	Repair	Labor Hours for Repair	105.00	105.00
1	Trip Charge	Trip Charge	80.00	80.00
		**Timber Engineering Office**		
1	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	28.00
1	O Rings	OR-27 Neck Pressure Seals	4.13	4.13T
1	Valve Stem	Fire Extinguisher Valve Stem	25.96	25.96T
1	Repair	Labor Hours for Repair	105.00	105.00
1	Trip Charge	Trip Charge	80.00	80.00
		**Timber Road Office**		
4	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	112.00
1	Hydrostatic Test 5# ABC	Hydrostatic Test of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	35.00
1	Recharge 5# ABC Fire Extinguish	Recharge of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standards	28.00	28.00
6	O Rings	OR-27 Neck Pressure Seals	4.13	24.78T
6	Valve Stem	Fire Extinguisher Valve Stem	25.96	155.76T
2	2.5# ABC Fire Extinguisher	Badger 2.5# ABC Fire Extinguisher	81.07	162.14T
2	5# ABC Fire Extinguisher	Badger 5# ABC Fire Extinguisher	96.85	193.70T

Signature	<b>Subtotal</b>
	<b>Sales Tax (9.2%)</b>
	<b>Total</b>

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**A P Fire Protection, LLC**

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
1/4/2024	5893

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Payson Admin Building 608-610 E Highway 260 Payson, AZ 85541

Quoted By	Contract #	REP	P.O. No.
SJP		TAP	

Qty	Item	Description	Unit Price	Total
1	Repair	Labor Hours for Repair ** Timber Diesel Shops**	105.00	105.00
3	Recharge 5# ABC Fire Extinguish	Recharge of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standards	28.00	84.00
1	Hydrostatic Test 10# ABC	Hydrostatic Test 10# CO2	35.00	35.00
1	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	28.00
1	Six Year Maintenance 20# ABC	Six Year Maintenance 20# ABC	28.00	28.00
6	Valve Stem	Fire Extinguisher Valve Stem	25.96	155.76T
6	O Rings	OR-27 Neck Pressure Seals	4.13	24.78T
1	2.5# ABC Fire Extinguisher	Badger 2.5# ABC Fire Extinguisher	81.07	81.07T
1	Repair	Labor Hours for Repair ** Timber Gas Shop**	105.00	105.00
1	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	28.00
1	Valve Stem	Fire Extinguisher Valve Stem	25.96	25.96T
1	O Rings	OR-27 Neck Pressure Seals	4.13	4.13T
1	2.5# ABC Fire Extinguisher	Badger 2.5# ABC Fire Extinguisher	81.07	81.07T
1	Repair	Labor Hours for Repair ** Buckhead Mesa Landfill**	105.00	105.00

Signature	<b>Subtotal</b>
	<b>Sales Tax (9.2%)</b>
	<b>Total</b>

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## A P Fire Protection, LLC

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
1/4/2024	5893

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Payson Admin Building 608-610 E Highway 260 Payson, AZ 85541

Quoted By	Contract #	REP	P.O. No.
SJP		TAP	

Qty	Item	Description	Unit Price	Total
3	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	84.00
3	O Rings	OR-27 Neck Pressure Seals	4.13	12.39T
3	Valve Stem	Fire Extinguisher Valve Stem	25.96	77.88T
1	Repair	Labor Hours for Repair ** Pine Road Shop**	105.00	105.00
1	Hydrostatic Test 10# ABC	Hydrostatic Test 10# ABC	35.00	35.00
1	Valve Stem	Fire Extinguisher Valve Stem	25.96	25.96T
1	O Rings	OR-27 Neck Pressure Seals	4.13	4.13T
1	Trip Charge	Trip Charge **Young Road Shop**	80.00	80.00
5	Six Year Maintenance 5# ABC	Six Year Maintenance of 5# ABC Fire Extinguishers per NFPA 10 Fire Code Standard	28.00	140.00
3	Hydrostatic Test 5# ABC	Hydrostatic Test of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standard.	35.00	105.00
5	Recharge 5# ABC Fire Extinguish	Recharge of 5# ABC Fire Extinguishers Per NFPA 10 Fire Code Standards	28.00	140.00
13	O Rings	OR-27 Neck Pressure Seals	4.13	53.69T
13	Valve Stem	Fire Extinguisher Valve Stem	25.96	337.48T
1	2.5# ABC Fire Extinguisher	Badger 2.5# ABC Fire Extinguisher	81.07	81.07T
1	Repair	Labor Hours for Repair	105.00	105.00

Signature	<b>Subtotal</b>
	<b>Sales Tax (9.2%)</b>
	<b>Total</b>

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## A P Fire Protection, LLC

7612 N. 71st Ave  
Glendale, AZ 85303

Phone # 623-772-5344

Fax # 623-772-5384

# Repair Quote

Date	Quote #
1/4/2024	5893

Name / Address
Gila County 1400 E Ash Street Globe, AZ 85501

Job Name / Address
Payson Admin Building 608-610 E Highway 260 Payson, AZ 85541

Quoted By	Contract #	REP	P.O. No.
SJP		TAP	

Qty	Item	Description	Unit Price	Total
		<b>** Pleasant Valley Admin Office**</b>		
1	Hydrostatic Test 10# ABC	Hydrostatic Test 10# ABC	35.00	35.00
1	Valve Stem	Fire Extinguisher Valve Stem	25.96	25.96T
1	O Rings	OR-27 Neck Pressure Seals	4.13	4.13T
1	Trip Charge	Trip Charge	80.00	80.00
1	Repair	Labor Hours for Repair	105.00	105.00
1	Truck Charge	Truck Charge	17.00	17.00

Signature \_\_\_\_\_

**Subtotal** \$6,348.16

**Sales Tax (9.2%)** \$273.90

**Total** **\$6,622.06**

#### ASSUMPTIONS:

1. This quote is good for 30 days from above date.
2. Price includes all labor and material.
3. A P Fire requires a signed quote, purchase order or contract prior to commencement of any services or labor for this effort.
4. All work to be performed during normal business hours (Mon-Fri 7am-4pm).
5. Maybe subject to Compliance Engine Reporting fees.

#### EXCLUSIONS:

1. Payment and Performance bonds
2. Additional insurance or certificates other than current blanket coverage.

ROC 251919 / ROC 25192

support@apfirepro.com

*Thanks for the opportunity to provide you with a quote!*

www.APFireProtection.com

MB

## EXECUTIVE SUMMARY

Contract Name: Central Heights Complex-Elections Card Readers Contract No.: State of Arizona Contract No. CTR056381

**Statement of Purpose and Need:** Install door card reader access at five-door locations for Elections at the Central Heights Complex.

Contract End Date: 12-31-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$22,632.45

### Contract Information

Firm Name: DH Pace Company Inc. Contact Person: Jeremiah Breen

Address: 616 W. 24<sup>th</sup> Street Phone No: 480-284-1856

City: Tempe State: AZ, 85282 Fax: \_\_\_\_\_ Email: Jeremiah.breen@dhpace.com

Fund: Non-Capitalized Projects/Finance/General Administration/Equipment and furniture Equipment under \$1000

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 1115.201.140.4120.10

Date Sent for Legal Review: \_\_\_\_\_

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

**Special Notes:**

CONTRACT AGREEMENT NO. CTR056381

Contract Name: Central Heights Complex-Elections Card Readers Contract No.: State of Arizona Contract No. CTR056381

THIS AGREEMENT NO. CTR056381, made and entered into this 7<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DH Pace Company Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

**STATEMENT AND PURPOSE OF NEED:** Gila County wishes to utilize DH Pace Company, Inc. to install door card reader access at five-door locations for Elections at the Central Heights Complex. All Documents executed by the State of Arizona on Contract No. CTR056381, apply to this procurement between Gila County and DH Pace Company, Inc.

**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: ☐ Yes  
☒ No

Maximum Dollar Limit: \$22,632.45

CONTRACT AGREEMENT NO. CTR056381

Contract Information

Firm Name: DH Pace Company Inc. Contact Person: Jeremiah Breen  
Address: ~~616 W. 24<sup>th</sup> Street~~ 9235 S McKemy St Phone No: 480-284-1856  
City: Tempe State: AZ, 85282- 85284 Fax: \_\_\_\_\_ Email: Jeremiah.Breen@dhpace.com

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

**IN WITNESS WHEREOF,** Contract Agreement No. CTR056381 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

DH PACE COMPANY, INC.



James Menlove, County Manager



Signature

Date: 2-7-2024

Michael Waldron, Sr Vice President

Print Name and Title

Date: 1/25/2024



## PROPOSAL

Reference: CTR056381

**ATTENTION:** William Brittain  
Gila County  
5515 S Apache Ave  
Globe, AZ 85501

**DATE:** 12/20/2023

**PSI BID NO.:** 0285-JB

**PROJECT:** Gila County central heights 5 door add

We are pleased to submit our quotation, for this project. Except as noted, our proposal is made in accordance with the plans and specifications discussed with William. Use tax, if applicable, is included; no sales or other taxes or bonds are included. This estimate is valid for 30 days and is subject to credit approval. The material in this proposal is quoted as a package; breakdowns are for budget purpose only. This proposal subject to mutually agreeable contract terms. Payment terms are Net 30 conditional upon Seller's prior approval of Buyer's credit, or as per the Arizona Prompt Payment Laws.

### INSTALLATION SCOPE OF WORK:

1. DH Pace will Install, Program and Test Access Control at five (5) door locations:
2. DH Pace will furnish and install access control as follows;

<b>IDF 1:</b>	<ul style="list-style-type: none"> <li>• Furnish and Install one (1) new 8 Door Lenel Enclosure w/power supply</li> <li>• Furnish and Install one (1) new LNL2220 Intelligent two door controller</li> <li>• Furnish and Install two (2) new 1320 dual reader board</li> </ul>
<b>Door 1:</b>	<ul style="list-style-type: none"> <li>• Furnish and Install one (1) new Card Reader</li> <li>• Furnish and Install one (1) new Door Position Switch</li> <li>• Furnish and Install one (1) new Request to Exit Motion</li> <li>• Furnish and Install one (1) new electric strike</li> <li>• Furnish and Install one (1) new lever set</li> <li>• Demo existing keypad lever set</li> </ul>
<b>Door 2:</b>	<ul style="list-style-type: none"> <li>• Furnish and Install one (1) new Card Reader</li> <li>• Furnish and Install one (1) new Door Position Switch</li> <li>• Furnish and Install one (1) new Request to Exit Motion</li> <li>• Furnish and Install one (1) new electric strike</li> <li>• Furnish and Install one (1) new lever set</li> <li>• Demo existing keypad lever set</li> </ul>
<b>Door 3:</b>	<ul style="list-style-type: none"> <li>• Furnish and Install one (1) new Card Reader</li> <li>• Furnish and Install one (1) new Door Position Switch</li> <li>• Furnish and Install one (1) new Request to Exit Motion</li> <li>• Furnish and Install one (1) new electric strike</li> </ul>
<b>Door 4:</b>	<ul style="list-style-type: none"> <li>• Furnish and Install one (1) new Card Reader</li> <li>• Furnish and Install one (1) new Door Position Switch</li> <li>• Furnish and Install one (1) new Request to Exit Motion</li> <li>• Furnish and Install one (1) new electric strike</li> </ul>
<b>Door 5:</b>	<ul style="list-style-type: none"> <li>• Furnish and Install one (1) new Card Reader</li> <li>• Furnish and Install one (1) new Door Position Switch</li> <li>• Furnish and Install one (1) new Request to Exit Motion</li> <li>• Furnish and Install one (1) new electric strike</li> </ul>

3. DH Pace will route and connect low voltage cable from all door locations back to power supply and access control modules.
4. DH Pace will run conduit where necessary.



5. DH Pace will program each door into existing lenel system to ensure proper functioning.
  - a. DH Pace assumes existing licensing is available.
6. Customer to provide electrician for hardwiring of power supply.
7. This proposal does not include any new credential cards.
8. **Customer to provide the following:**
  - a. Uninterrupted access to the project area while onsite
  - b. Digital Copy of the Building/Suite Floor Plan
  - c. Provide network connection.
  - d. Lenel Software with available licenses

Contract - CTR056381								
QTY	Manufacturer	Part Number	Item Description	Finish	List Price, Each	Discount	Net Cost, Each	Mat'l Cost, Total
1	lenel	LSP-8DR-E4M1	LSP-8DR power supply enclosure	N/A	\$1,163.00	6%	\$1,093.22	\$1,093.22
5	Bosch	DS160	Request to exit motion	WHT	\$106.00	10%	\$95.40	\$477.00
1	non contract	Misc	(conduit, j boxes, conduit, panduit, pig tail cables etc)	N/A	\$200.00	0%	\$200.00	\$200.00
5	lenel	920PMNTEKMA003-L01	Model RP40 Reader, MULTICLASS SE E, 125	N/A	\$520.88	6%	\$489.63	\$2,448.14
1	All Other Manufacturers	444351-03S	22-06-OAS STR CMP Ylw Sp	N/A	\$290.00	10%	\$261.00	\$261.00
1	All Other Manufacturers	444366-S	22-02 UNS STR CMP Grn Sp	N/A	\$120.00	10%	\$108.00	\$108.00
1	All Other Manufacturers	444381-S	22-04 UNS STR CMP Red Sp	N/A	\$180.00	10%	\$162.00	\$162.00
1	All Other Manufacturers	442362-S	18-02 UNS STR CMP Blu Sp	N/A	\$192.00	10%	\$172.80	\$172.80
5	DMP	1076C	Recessed Magnetic door contact	N/A	\$27.00	20%	\$21.60	\$108.00
5	hes	4500C	Electric Strike	N/A	\$629.00	26%	\$465.46	\$2,327.30
1	LENEL	LNL-X2220	Intelligent dual reader door controller	n/A	\$2,535.00	6%	\$2,382.90	\$2,382.90
2	Lenel	LNL-1320-S3	Dual Reder Interface Module	N/A	\$918.00	6%	\$862.92	\$1,725.84
250	NON CONTRACT: Mileage (\$.665/m outside 50 m radius)				\$0.665	0%	\$0.665	\$166.25
Hours	Equipment Service		Labor Classification		Labor Type		Hourly Rate	Labor Cost Total
110	Access Control		Programmer/Advanced Technician		Standard Hours		\$100.00	\$11,000.00
Material Sub Total Only								\$11,466.20
Labor Total Only								\$11,000.00
Hotel/Per Diem								\$0.00
Rental/Subcontract								\$0.00
Mileage								\$166.25
Grand Total								\$22,632.45

Plus any applicable sales or contracting taxes

**EXCLUDED:**

1. Any Permits, Bonds, and Fees (not listed above)
2. Shop Drawings / Wire Schematics / Point to Point Diagrams
3. Liquidated damages
4. After-hours Work
5. Any Electrical Work (not listed above)
6. Minor patching and painting
7. Any Required Fire Relay Modules
8. Non-Standard Equipment Lead Times

**BID TOTAL:**

**\$ 22,632.45**

(Includes All Applicable Use Tax)

**PERMIT INCLUDED:** The proposed project includes modifications to a Physical Access Control System (PACS) including the installation of electronic locking hardware on at least one (1) egress door into or out of an occupied space. This modification requires that a permit be obtained from the appropriate Authority Having Jurisdiction (AHJ). This proposal includes all fees associated with obtaining a permit for the work performed under this proposal. This proposal assumes all proposed work complies with all codes, laws and policies per the NFPA, IBC and ADA as directed by the AHJ. Should the proposed work, or existing system components, be found to be non-compliant during plan review by the AHJ, customer will be responsible for all costs required for the PACS system to become compliant with AHJ requirements. No work shall commence and no materials will be ordered until a permit has been approved by the AHJ and issued to DH Pace Company, Inc. Some AHJs require electronic floor plans (DWG Format) along with a registered Architect



or Engineer's stamp. The customer must make these floor plans available in DWG format to DH Pace Company, Inc. upon award. If adequate floor plans are not available but are required by the AHJ, DH Pace Company, Inc. shall engage the services of a third party firm to create appropriate floor plans, and cost of said services will be added to the invoice amount. When required by the AHJ, the PACS will be integrated with the building Fire Alarm System via a dedicated Fire Relay. DH Pace Company, Inc. is not a licensed fire contractor and cannot provide and/or install said fire relay nor obtain the necessary permits required to do so. It is the customer's responsibility to perform all required fire alarm work prior to DH Pace Company, Inc. commissioning the PACS.

**COVID-19:** Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.

Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID – 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.

**MATERIAL & FREIGHT COSTS:** Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.

The proposal described herein, including all price(s) quoted, is made conditionally upon Seller's (1) verification of Buyer's credit status; and (2) Buyer's acceptance of any special payment made by Seller. To accept this Proposal, Buyer must date, sign, and return the original copy hereof to Seller within 30 days after the date hereof. **Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.**

Buyer acknowledges and agrees that each and all of the standard D.H. Pace terms and conditions on the attached page of this proposal hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties. All prior proposals, discussions, and agreements respecting the subject matter hereof are cancelled.

## PROPOSAL – SELLER

This Proposal is made this 20th day of December, 2023.

DH Pace Company, Inc.      **BY: Jeremiah Breen**  
COMPANY      TYPE OR PRINT NAME

**BY:** \_\_\_\_\_ **Sales**  
SIGNATURE      TITLE

## ACCEPTANCE - BUYER

This Proposal is accepted this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
TYPE OR PRINT NAME OF BUYER

**BY:** \_\_\_\_\_  
SIGNATURE OF OWNER, PARTNER OR OFFICER (state which)



## **TERMS AND CONDITIONS**

**Terms.** The products ("Products") described on the reverse side and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

**Condition Precedent.** Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

**Scope of Work.** Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a change order signed by Buyer.

**Proposal Price.** Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If your check is dishonored or returned for any reason, your account will be electronically debited for the amount of the check plus the state maximum processing fee.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

**Contract Time.** Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

**Work Performance.** Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

**Cancellation.** In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

**Insurance.** Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

**Alterations.** Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

**Permits and Licenses.** Buyer shall be responsible for determining if a permit of any kind is needed and for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

**Warranties.** Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages and BUYER AGREES THAT THERE IS NO IMPLIED WARRANTY OF THE PRODUCT'S FITNESS FOR ANY PARTICULAR PURPOSE OR FOR BUYER'S PARTICULAR APPLICATION. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

**Modification of Proposal.** Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**Governing Law.** It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.



**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 010522**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**EMERGENCY PLUMBING SERVICES AND REPAIR**

**SHERIFF'S OFFICE**

**Effective** March 1, 2022, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide Emergency Plumbing Services and Repair as needed.

**Amendment No. 1 to Service Agreement No. 010522**, was executed on March 8, 2023, to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 1, 2023, to February 28, 2024, for a contract amount of not to exceed Fifteen Thousand dollars and 00/100's (\$15,000.00) without prior written approval from the County.

**Service Agreement No. 010522** will expire on February 28, 2024. **Per Article 14-Term**, Gila County shall have the option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 2 to Service Agreement No. 010522**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 1, 2024, to February 28, 2025, for a contract amount of not to exceed Fifteen Thousand dollars and 00/100's (\$15,000.00) without prior written approval from the County.

All other terms, conditions, and provisions of the original Contract shall remain the same and apply during the March 1, 2024, to February 28, 2025, renewal period.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7<sup>th</sup> day of February, 2024.

**GILA COUNTY:**

  
James Menlove, County Manager

**Date:**

2-7-2024

**EARTHQUEST PLUMBING, INC.**

  
Signature

  
Print Name





**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 010522**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**EMERGENCY PLUMBING SERVICES AND REPAIRS**

**SHERIFF'S OFFICE**

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All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 1, 2023, to February 28, 2024, renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 8th day of March, 2023.

GILA COUNTY:

  
James Menlove, County Manager

Date:

3.8.2023

EARTHQUEST PLUMBING, INC.

  
Signature

Timothy W. Haas  
Print Name

**SERVICE AGREEMENT NO. 010522**  
**EMERGENCY PLUMBING SERVICES & REPAIRS**

**SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 010522** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 010522** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 010522**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This Indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

**3. Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:



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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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

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

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

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test,

acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7- LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$15,000.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 010522 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**EARTHQUEST PLUMBING, INC.**

*for* *James Sanders*  
James Menlove, County Manager

  
Signature

Date: *3-1-2022*

*Timothy W. Haas*  
Print Name

**SERVICE AGREEMENT NO. 011624**  
**ABATEMENT OF ENVIRONMENTAL NUISANCE**  
**PUBLIC HEALTH & COMMUNITY SERVICES**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DJ's Companies, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Health & Community Services** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011624** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011624** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011624**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from



and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:  
**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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



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

**ARTICLE 5 – 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 – 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 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled.

Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 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 Contract commences on the date it is signed by the County Manager and remains in effect Through February 16, 2024, unless terminated earlier pursuant to this contract

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$10,707.94 for completion of the projects as outlined in the Scope of Services.

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

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

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

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



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

**IN WITNESS WHEREOF**, Service Agreement No. 011624 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 2-7-2024

DJ'S COMPANIES, INC.

  
\_\_\_\_\_  
Signature

Spiro J. Jonovich  
\_\_\_\_\_  
Print Name



MB

## EXECUTIVE SUMMARY

Contract Name: Dental Hygienist

Contract No.: 010124

**Statement of Purpose and Need (3-5 Sentences)** Contractor will provide basic oral health screenings on school aged children in Gila County through the Dental Seal and Program and other grant funded programs.

Contract End Date: One year from Signature

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$20,000.00  
\$60 per hour not to exceed

### Contract Information

Firm Name: Rikki Bench

Contact Person: Rikki Bench

Address: 2315 S 350 W

Phone No: 435-730-0488

City: Perry

State: UT 84302

Fax: \_\_\_\_\_

Email: Rikkimerrill5@gmail.com

Fund: Cavity Free AZ/Health/Professional services Other  
Community Health Grant  
93.994/Health/Professional services Other

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 2513.404.4210.99-\$10,000  
2521.404.4210.99-\$10,000

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:

**PROFESSIONAL SERVICE AGREEMENT NO. 010124**  
**DENTAL HYGIENIST**

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of February, 2024, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and **Rikki Bench, RDH**, of the City of Gilbert, of the State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** That 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall provide Dental Services to the community.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

***Duties/Responsibilities***

The Contractor shall:

1. Provide basic oral health screenings on school aged children in Gila County through the Dental Sealant Program.
2. Provide Fluoride Varnish and Silver Diamine Fluoride for the Dental Sealant Program.
3. Provide one on one health education and educational presentations to site staff, children, nurses, teachers, school administration, community members, or others to educate individuals on proper oral health practices and to promote the County's Oral Health Programs which will include an oral health program through Delta Dental of Arizona, that includes screenings, education, and fluoride applications to Senior citizens in the community.
4. Directs comprehensive reporting and evaluation system to meet grant requirements and track children's oral health status. Manages, maintains, and updates proprietary databases. Reports findings in OOH databases and spreadsheets.

***Non-Assignment***

The Contractor shall not assign any right or interest in this agreement without the Office of Health's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

***Independent Contractor***

In providing services hereunder, the Contractor is an independent contractor and shall not be deemed an employee of the Office of Health and shall not be entitled to any benefits provided to the Office of Health employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor.



**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor an hourly fee of:

- Services \$60.00 per hour

**ARTICLE III – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

**ARTICLE V – INSURANCE REQUIREMENTS:** Any unforeseen circumstance which may relate to general commercial, automobile or professional liability insurance is the sole responsibility of the Contractor and the County is absolved from any and all liability for such.

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE VII – 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 Contractor 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 Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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



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

**ARTICLE VIII 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 IX- 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 X - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

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

**ARTICLE XII - PAYMENT:** Contractor shall be paid an hourly rate as stated in Article II of this agreement, but in no event, shall payment exceed \$ 20,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

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

#### Invoices

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

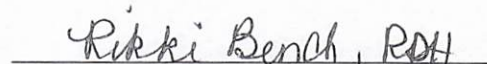
**PROFESSIONAL SERVICE AGREEMENT NO. 010124**

**IN WITNESS WHEREOF**, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY MANAGER**

**CONTRACTOR**

  
James Menlove

  
Rikki Bench, RDH

Date: 2.22.2024

Rikki Bench, RDH  
Print Name

415

## EXECUTIVE SUMMARY FORM

Contract Name: Porta-Jon-Service-Fairgrounds Crew Contract No.: 011722-1

**Statement of Purpose and Need (3-5 Sentences) Amendment No. 2 will serve to extend the contract through March 6, 2025.** Weekly service of portable toilet on a trailer for the Facilities/Fairgrounds crew. Trailer will be parked at the Fairgrounds after 2pm weekdays ready for service.

Contract End Date: 03-02-24 to 03-01-25

Renewal Option: ☒ Yes  
☐ No

Maximum Dollar Limit: \$2,771.60

### Contract Information

Firm Name: DJ's Companies, Inc. Contact Person: Darlene Jonovich

Address: P.O. Box 1810 Phone No: 928-425-0602

City: Claypool State: AZ Fax: \_\_\_\_\_ Email: Djsco50@hotmail.com

General Fund/Facilities  
Management/Fairgrounds/Other services and  
Fund: charges General services

Type of Funds: ☐ Restricted

☐ Grant  
☐ General Fund

Fund Code: 1005.550.105.4200.10

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:





## **AMENDMENT NO. 2 TO SERVICE AGREEMENT NO 011722-1**

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

### **PORTABLE TOILET SERVICE**

### **FACILITIES FAIRGROUNDS**

Effective March 17, 2022, Gila County and DJ's Companies, Inc. entered into a contract whereby DJ's Companies, Inc. agreed to provide Porta Jon Service to the Gila County Facilities Fairgrounds.

**Amendment No. 1 to Service Agreement 011722-1** was executed on March 21, 2023, extending the term of the service agreement from March 17, 2023, to March 16, 2024.

The contract expires March 16, 2024. Per page 6, **Article 14 – Term** of the contract, the County shall have the right to renew the contract for three (3) additional one (1) year periods.

**Amendment No. 2 to Service Agreement 011722-1** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from March 17, 2024, to March 17, 2025.

Contractor will continue to bill for services pursuant to the Fee and Schedule of the original Service Agreement, but in no event shall charges for the March 17, 2024, to March 2025 extension exceed \$2,771.60 without prior written agreement of the County.



All other terms and conditions of the original agreement, including previously executed Amendments, shall remain in full force during the March 17, 2024, to March 16, 2025, term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 22<sup>nd</sup> day of February, 2024.

**GILA COUNTY**

**DJ'S COMPANIES, INC.**

  
James Menlove, County Manager

  
Authorized Signature  
  
Print Name

## EXECUTIVE SUMMARY FORM

Contract Name: Pest Control Services Southern Gila County Contract No.: 011722

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will serve to extend the term of the contract from March 1, 2024, to February 28, 2025. Provide Pest control service for Southern Gila County Facilities: Animal Control, Central Heights, WIC, Juvenile Detention, Sheriff's Office, S.O. Dispatch Building, Roosevelt Sub Station, Roosevelt Boat Dock, Courthouse, Shop/Roads, Public Works Admin Building, Facilities/Sign Shop, Guerrero Building, and Landfill Buildings, Copper Building, S.O. Task Force Buildings at the Fairgrounds, Exhibit Hall and Fairgrounds Shop.

Contract End Date: 03-01-24 to 02-28-25

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$12,640.00

### Contract Information

Firm Name: Globe Exterminators Contact Person: Gena Roten

Address: P.O. Box 683 Phone No: 928-425-3325

City: Globe State: AZ Fax: \_\_\_\_\_ Email: rfdmrg@yahoo.com

Fund: Facilities Management/PW/Buildings/Land/Non-Specified/Other services and charges General services

Type of Funds: ☐ Restricted

Fund Code: See attached lists

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:



**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 011722**

*The following amendments are hereby incorporated into the agreement for the below project*

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**PEST CONTROL FOR SOUTHERN GILA COUNTY**

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**FACILITIES MANAGEMENT**

**Effective** March 1, 2022, Gila County and Globe Exterminators entered into a contract whereby Globe Exterminators agreed to provide Pest Control for Southern Gila County for Facilities Management.

**Amendment No. 1 to Service Agreement No. 011722** Was executed on March 21, 2023 allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from March 1, 2023, to February 28, 2024.

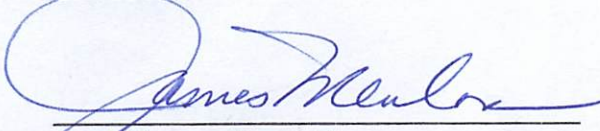
**Service Agreement No. 011722** will expire February 28, 2024. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 2 to Service Agreement No. 011722** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from March 1, 2024, to February 28, 2025, for a contract amount of not to exceed Twelve Thousand Six Hundred Forty dollars and 00/100's (\$12,640.00) without prior written approval from the County

All other terms, conditions, and provisions of the original Contract shall remain the same and apply during the March 1, 2024, to February 28, 2025, period.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 22<sup>nd</sup> day of February, 2024.

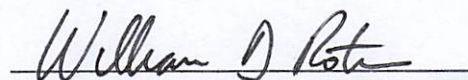
GILA COUNTY

  
James Menlove, County Manager

Date:

2-22-2024

GLOBE EXTERMINATORS

  
Signature

WILLIAM D. ROTEN  
Print Name

## PEST CONTROL BUILDING LIST - GLOBE/SOUTHERN GILA COUNTY 2024

Globe Address	Bldg. Name	Account Code	Bldg No.	Frequency of Service	Cost			
					Distribution Per Account	Quantity Per Year	Cost Per Service	Total Cost Per Year
591 E. Fairgrounds Rd Globe, AZ 85501	Animal Control Building	1005.550-4200.10	FM-0841	Monthly	100% of cost	12	\$ 65.00	\$ 780.00
1425 South Street, Globe, AZ 85501	Sheriff's Admin Building	1005.550-4200.10	FM-0108	Monthly	100% of cost	12	\$ 55.00	\$ 660.00
1100 South Street, Globe, AZ 85501	Sheriff's Office & Jail	1005.300.440.000-4200.10	FM-0501	Monthly	100% of cost	12	\$ 165.00	\$ 1,980.00
1101 South Street, Globe AZ 85501	Women's Dorm	1005.300.440.000-4200.10	FM-0502	Monthly	100% of cost	12	\$ 55.00	\$ 660.00
5515 E. Apache St, Globe, AZ 85501	Central Heights Office	1005.550-4200.10	FM-6005	Monthly	100% of cost	12	\$ 135.00	\$ 1,620.00
5515 E. Apache St, Globe, AZ 85501	WIC Office	1005.550-4200.10	FM-0204	Monthly	100% of cost	12	\$ 30.00	\$ 360.00
1342 E. Monroe St, Globe, AZ 85501	911 Dispatch Center	1005.300.440.000-4200.10	FM-0107	Monthly	100% of cost	12	\$ 30.00	\$ 360.00
1350 E. Monroe St, Globe, AZ 85501	Copper Building	1005.550-4200.10	FM-0103	Quarterly	100% of cost	4	\$ 90.00	\$ 360.00
28449 N Hwy 188, Roosevelt, AZ 85545	SO Sub Station Roosevelt	1005.300.340.000-4200.10	FM-1301	Quarterly	100% of cost	4	\$ 45.00	\$ 180.00
28449 N Hwy 188, Roosevelt, AZ 85545	SO Sub Station Dock at Roosevelt	1005.300.340.000-4200.10	FM-1302	Quarterly	100% of cost	4	\$ 30.00	\$ 120.00
1400 E Ash, Globe, AZ 85501	Globe Courthouse	1005.550-4200.10	FM-0101	Quarterly	100% of cost	4	\$ 150.00	\$ 600.00
1001 W. Besich Blvd., Globe, AZ 85501	Roads Department	6500.341.510.000-4200.10	FM-0714	Quarterly	15% of cost	4	\$ 9.75	\$ 39.00
1001 W. Besich Blvd., Globe, AZ 85501	Shop Department	6780.560.527-4200.10	FM-0714	Quarterly	85% of cost	4	\$ 55.25	\$ 221.00
745 N Rose Mofford Way, Globe, AZ 85501	PW Admin Building	6500.341.505.000-4200.10	FM-0710	Quarterly	25% of cost	4	\$ 16.25	\$ 65.00
745 N Rose Mofford Way, Globe, AZ 85501	PW Admin Building / General Fund	1005.550-4200.10	FM-0710	Quarterly	75% of cost	4	\$ 48.75	\$ 195.00
725 N Rose Mofford Way, Globe, AZ 85501	Sign Shop	6500.341.514.000-4200.10	FM-0712	Quarterly	25% of cost	4	\$ 16.25	\$ 65.00
725 N Rose Mofford Way, Globe, AZ 85501	Facilities	1005.550-4200.10	FM-0712	Quarterly	75% of cost	4	\$ 48.75	\$ 195.00
1400 E Ash Street, Globe, AZ 85501	Guerrero	1005.550-4200.10	FM-0106	Quarterly	100% of cost	4	\$ 45.00	\$ 180.00
1177 Monroe St, Globe, AZ 85501	Monroe (Sheriff Admin Building)	1005.550-4200.10	FM-0901	Quarterly	100% of cost	4	\$ 40.00	\$ 160.00
5891 Hope Lane, Globe AZ 85501	Landfill Scale House	6850.355.436-4200.10	FM-0703	Quarterly	100% of cost	4	\$ 15.00	\$ 60.00
5891 Hope Lane, Globe AZ 85501	Landfill	6850.355.436_4200.10	FM_0702	As Needed				\$ 1,000.00
900 E Fairgrounds Rd (Hwy 60 MP 255) Globe	Sheriff's Task Force Office	1005.300.340.000-4200.10	FM-0829	Quarterly	100% of cost	4	\$ 35.00	\$ 140.00
900 E Fairgrounds Rd (Hwy 60 MP 255) Globe	Sheriff's Task Force Classroom	1005.300.340.000-4200.10	FM-0829A	Quarterly	100% of cost	4	\$ 30.00	\$ 120.00
900 E Fairgrounds Rd (Hwy 60 MP 255) Globe	Fairgrounds Shop	1005.550_4200.10	FM_0812	Quarterly	100% of cost	4	\$ 55.00	\$ 220.00
900 E Fairgrounds Rd (Hwy 60 MP 255) Globe	Fairgrounds Exhibit Hall	1005.550-4200.10	FM-0801	Quarterly	100% of cost	4	\$ 75.00	\$ 300.00
All Locations - As Needed Basis - Allowance	Miscellaneous Service ie: Bees, etc.	1005.550-4200.10	Various as needed	On Call as needed			\$45.00/Hr Plus Mat.	\$ 2,000.00
Contract Total								\$ 12,640.00





## EXECUTIVE SUMMARY FORM

Contract Name: Prescreen Evaluations Contract No.: 010622

**Statement of Purpose and Need (3-5 Sentences)** Amendment No. 2 will serve to extend the term of the contract from March 11, 2024 to March 10, 2025. The Gila County Superior Court is obligated to provide Rule 11 Competence evaluations in criminal cases where the Defendant is alleged to be incompetent. The Rules of Criminal Procedure allow for courts to employ a Rule 11 Prescreen Evaluation (versus a full Rule 11 Competency Evaluation) and the Court would like to implement the Prescreen process by contracting from this professional vendor.

Contract End Date: 03-11-24 to 03-10-25

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$1,520.00

### Contract Information

Firm Name: James E. Huddleston, PhD. Contact Person: James E. Huddleston

Address: 465 East Broadway Suite B Phone No: 480-844-0163

City: Mesa State: AZ Fax: \_\_\_\_\_ Email: juverestoration@aol.com

General Fund/Finance/Professional  
Services/Professional services Psychological  
Fund: services

Fund Code: 1005.201.142.4210.51

Type of Funds: ☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:



## **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 010622**

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

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### **PROFESSIONAL SERVICES CONTRACT 010622**

#### **PRESCREEN EVALUTIONS**

Effective February 1, 2022, Gila County and James E. Huddleston, PhD entered into a contract whereby James E. Huddleston, PhD agreed to provide Prescreen Evaluations for the Gila County Superior Court.

**Amendment No. 1 to Professional Services Contract No. 010622**, was executed on March 6, 2023 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 12, 2023 to March 11, 2024, for a contract amount not to exceed One Thousand Five Hundred Twenty dollars and 00/100's (\$1,520.00). **Additionally, Amendment No. 1** will serve to add the language: **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.

**Professional Services Contract No. 010622** will expire on March 11, 2023. **Per Article 10-Term**, Gila County shall have the right, at the option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 2 to Professional Services Contract No. 010622**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 12, 2024 to March 11, 2025, for a contract amount not to exceed One Thousand Five Hundred Twenty dollars and 00/100's (\$1,520.00).

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.

The Consultant will continue to bill for services pursuant to Article 12 – Payment, of the original contract, but in no event shall charges for the March 12, 2024 to March 11, 2025 renewal period exceed \$1,520.00 without prior written agreement of the County.



**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 010622**

All other terms and conditions of the original agreement shall remain in full force and affect during the March 12, 2024 to March 11, 2025 term of the contract.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 27<sup>th</sup> day of February, 2024.

**GILA COUNTY:**

  
James Menlove, County Manager

Date: 2-27-2024

**JAMES E. HUDDLESTON, PHD**

  
Signature

James E. Huddleston  
Print Name



**AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT NO 040520**

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

**HIV CARE AND SERVICES  
LABORATORY CORPORATION OF AMERICA**

Effective July 21, 2020, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

**Amendment No. 1 to Professional Services Contract No. 040520** was executed on April 15, 2021 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2021 to March 31, 2022.

**Amendment No. 2 to Professional Services Contract No. 040520** was executed on March 28, 2022 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2022 to March 31, 2023.

**Amendment No. 3 to Professional Services Contract No. 040520** was executed on March 14, 2023 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2023 to March 31, 2024.

The contract expires March 31, 2024. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

**Amendment No. 4 to Professional Services Contract No. 040520** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2024 to March 31, 2025.

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2024 to March 31, 2025 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2024 to March 31, 2025 term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of February, 2024.

GILA COUNTY:

  
James Menlove, County Manager

Date: 2-29-2024

LABORATORY CORPORATION OF AMERICA

  
Signature

  
Print Name



**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO 040520**

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

**HIV CARE AND SERVICES  
LABORATORY CORPORATION OF AMERICA**

Effective July 21, 2020, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

**Amendment No. 1 to Professional Services Contract No. 040520** was executed on April 15, 2021 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2021 to March 31, 2022.

**Amendment No. 2 to Professional Services Contract No. 040520** was executed on March 28, 2022 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2022 to March 31, 2023.

The contract expires March 31, 2023. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

**Amendment No. 3 to Professional Services Contract No. 040520** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2023 to March 31, 2024.

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2023 to March 31, 2024 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2023 to March 31, 2024 term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 14th day of March, 2023.

GILA COUNTY:

  
James Menlove, County Manager

Date:

3-14-2023

LABORATORY CORPORATION OF AMERICA

  
Signature

Timothy Weber

Print Name



## **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO 040520**

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

### **HIV CARE AND SERVICES LABORATORY CORPORATION OF AMERICA**

Effective July 21, 2020, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

**Amendment No. 1 to Professional Services Contract No. 040520** was executed on April 15, 2021 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2021 to March 31, 2022.

The contract expires March 31, 2022. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

**Amendment No. 2 to Professional Services Contract No. 040520** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2022 to March 31, 2023.

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2022 to March 31, 2023 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2022 to March 31, 2023 term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 28 day of MARCH, 2022.

**GILA COUNTY:**

  
James Menlove, County Manager

Date:

3-28-2022

**LABORATORY CORPORATION OF AMERICA**

  
Signature

Scott Gillum  
Print Name



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO 040520**

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

**HIV CARE AND SERVICES**

**LABORATORY CORPORATION OF AMERICA**

Effective July 21, 2020, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

The contract expires March 31, 2020. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

**Amendment No. 1 to Professional Services Contract No. 040520** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2021 to March 31, 2022.

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2021 to March 31, 2022 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2017 to March 31, 2018 term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15<sup>th</sup> day of April, 2021.

GILA COUNTY:

  
James Menlove, County Manager

Date:

4.15.2021

LABORATORY CORPORATION OF AMERICA

  
Signature

Scott Gillum

Print Name

**PROFESSIONAL SERVICES AGREEMENT 040520**  
**HIV Care and Services**

THIS AGREEMENT, made and entered into this 21<sup>st</sup> of July, 2020, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and **Laboratory Corporation of America**, A Delaware Corporation, hereinafter designated the Subcontractor.

**WITNESSETH:** That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

**Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department**  
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No. ADHS18-193949*.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

***Duties/Responsibilities***

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing reference clinical laboratory testing services. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

To the extent applicable to a reference clinical laboratory, Subcontractor agrees to:

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.



With a copy to:  
Laboratory Corporation of America Holdings  
531 S. Spring St.  
Burlington, NC 27215  
Attention: Law Department

Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**ARTICLE VIII – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Subcontractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the subcontractor. The subcontractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE IX – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

**ARTICLE X – TERM:** The term of the contract shall commence on April 1, 2020 and continue in full force and effect up through and including March 31, 2021, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five additional one-year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE XI – PAYMENT:** Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment exceed \$7,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

  
James Menlove

LABORATORY CORPORATION OF AMERICA

  
Laboratory Corporation of America

Date 7-21-20

Scott Gillum  
Print Name



**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 011822**

*The following amendments are hereby incorporated into the  
agreement for the below project*

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**MONTHLY MONITORING OF FIRE PANELS**

**FACILITIES MANAGEMENT**

Effective March 07, 2022, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation agreed to provide Monthly Monitoring of Fire Panels for Facilities Management.

**Amendment No. 1 to Service Agreement No. 011822** was executed on March 21, 2023, to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from March 07, 2023, to March 06, 2024.

**Service Agreement No. 011822** will expire March 06, 2024. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 2 to Service Agreement No. 011822** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from March 07, 2024, to March 06, 2025, for a contract amount of not to exceed Five Thousand Eight Hundred Eighty dollars and 00/100's (\$5,880.00) without prior written approval from the County

All other terms, conditions, and provisions of the original Contract shall remain the same and apply during the March 07, 2024, to March 06, 2025 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29<sup>th</sup> day of February, 2024.

GILA COUNTY

ADVANCED CONTROLS CORPORATION

  
James Menlove, County Manager

  
Signature

Date: 2-29-2024

Lee Steffek  
Print Name



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 011822**

*The following amendments are hereby incorporated into the agreement for the below project*

**MONTHLY MONITORING OF FIRE PANELS**

**FACILITIES MANAGEMENT**

Effective March 07, 2022, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation agreed to provide Monthly Monitoring of Fire Panels for Facilities Management.

Service Agreement No. 011822 will expire March 06, 2023. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 011822 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from March 06, 2023, to March 07, 2024.

Further, Amendment No. 1 will serve to increase the dollar amount of the Contract by Four Hundred Twenty dollars and 00/100's (\$420.00) for a contract amount of not to exceed Five Thousand Eight Hundred Eighty dollars and 00/100's (\$5,880.00) without prior written approval from the County

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 07, 2023, to March 06, 2024, period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21<sup>st</sup> day of March, 2023.

GILA COUNTY

  
James Menlove, County Manager

Date: 3-21-2023

ADVANCED CONTROLS CORPORATION

  
Signature

Lee Stoffek  
Print Name

**SERVICE AGREEMENT NO. 011822**  
**MONTHLY MONITORING OF FIRE PANELS**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advanced Controls Corporation, of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011822** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011822** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011822**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:



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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - 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 - ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$5,460.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 011822 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 3-7-2022

**ADVANCED CONTROLS CORPORATION**

  
\_\_\_\_\_  
Signature

Lee Steffack  
\_\_\_\_\_  
Print Name



**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 011822-1**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**FIRE ALARM SYSTEM INSPECTION AND MAINTENANCE**

**FACILITIES MANAGEMENT**

**Effective** March 07, 2022, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation agreed to provide Fire Alarm System Inspection and Maintenance.

**Amendment No. 1 to Service Agreement No. 011822-1**, was executed on March 21, 2023 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 07, 2023, to March 06, 2024.

**Service Agreement No. 011822-1** will expire on March 6, 2024, **Per Article 15-Term**, Gila County shall have the option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 2 to Service Agreement No. 011822-1**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 07, 2024, to March 06, 2025, for a contract amount of not to exceed Twelve Thousand three hundred ninety dollars and 00/100's (\$12,390.00) without prior written approval from the County.

All other terms, conditions, and provisions of the original Contract shall remain the same and apply during the March 07, 2024, to March 06, 2025, renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29<sup>th</sup> day of February, 2024.

GILA COUNTY:

  
James Menlove, County Manager

Date:

2.29.2024

ADVANCED CONTROLS CORPORATION

  
Signature

Lee Steffek  
Print Name





**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 011822-1**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**FIRE ALARM SYSTEM INSPECTION AND MAINTENANCE**

**FACILITIES MANAGEMENT**

Effective March 07, 2022, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation agreed to provide Fire Alarm System Inspection and Maintenance.

Service Agreement No. 011822-1 will expire on March 6, 2023, Per Article 15-Term, Gila County shall have the option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 011822-1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 07, 2023, to March 06, 2024, for a contract amount of not to exceed Twelve Thousand three hundred ninety dollars and 00/100's (\$12,390.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 07, 2023, to March 06, 2024, renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21<sup>st</sup> day of March 2023.

GILA COUNTY:

  
James Menlove, County Manager

Date:

3.21.2023

ADVANCED CONTROLS CORPORATION

  
Signature

Lee Steffek  
Print Name

**SERVICE AGREEMENT NO. 011822-1**  
**FIRE ALARM SYSTEM INSPECTION AND MAINTENANCE**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of March, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advanced Controls Corporation, of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011822-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011822-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011822-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

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

4. Professional Liability (Errors and Omissions Liability)

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** 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 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 7 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$12,390.05 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 011822-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 3-7-2022

**ADVANCED CONTROLS CORPORATION**

  
\_\_\_\_\_  
Signature

Lee Steffek  
\_\_\_\_\_  
Print Name

MS

## EXECUTIVE SUMMARY

Contract Name: Fire Alarm System Inspection and Maintenance Contract No.: 011822-1

**Statement of Purpose and Need (3-5 Sentences)** Amendment No. 1 will serve to extend the contract from March 7, 2023 to March 6, 2024. Gila County and State Fire Marshall requires an inspection of the fire panels installed in its buildings. Failure codes need to be addressed quickly and a contract with one company and one contact will accomplish this. Advanced Controls' quote was \$30 higher than RCI Systems; however, Gila County has worked with Advanced Controls for several years now and this company is familiar with Gila County Buildings and Fire Panels.

Facilities requests a one-year contract with 3 renewals.

Contract End Date: 3-7-2023 to 3-6-2024

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$12,390.00

### Contract Information

Firm Name: Advanced Controls Corporation Contact Person: Lee Steffeck

Address: 626 W. Flores St. Phone No: (520) 620-6676

City: Tucson State: AZ Fax: \_\_\_\_\_ Email: lees@advancedcontrols.net

General Fund, Public Works & Facilities  
Fund: Management

Fund Code: \*See attached Contract Request

Type of Funds: ☐ Restricted  
☐ Grant  
☒ General Fund  
☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

**Special Notes:** Account coding on attached Contract Request affects the following funds: General Fund, Public Works, and Facilities Management

**ARF-8694**

**Consent Agenda Item 3. G.**

**Regular BOS Meeting**

**Meeting Date:** 04/16/2024

**Reporting Period:** February 2024

**Submitted For:** Andrea Hamm, Court Manager

**Submitted By:** Andrea Hamm, Court Manager

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**Information**

**Subject**

Payson Regional Justice of Peace's Office Monthly Report for February 2024.

**Suggested Motion**

Acknowledgment of the February 2024 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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**Attachments**

Feb 2024 Reports

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PAYSON JUSTICE COURT TREASURER'S RECAP

FEBRUARY, 2024						
FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
AZ DPS Forensics Fund	ZADPS	0872-000-000-2061-00	0872-2061	\$ 842.55	\$ 42.13	\$ 800.42
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 58.54	\$ 2.93	\$ 55.61
Public Defender Fee	ZPUBZ	1005000-314-000-3400-11	X10501314004383	\$ 90.15		\$ 90.15
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ -	\$ -	\$ -
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	\$ 60.00	\$ 3.00	\$ 57.00
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,515.90		\$ 1,515.90
Citizens Clean Elections 1%	ZCEF2	0888000-000-000-2061-00	T893-2061	\$ 92.32		\$ 92.32
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 6,347.20	\$ 317.36	\$ 6,029.84
Justice Court Enhancement Fee	ZCTEF	4747-314-3400-15		\$ 1,240.00	\$ 62.00	\$ 1,178.00
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-80	X105-4609	\$ 4,000.00	\$ 200.00	\$ 3,800.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 57.20	\$ 2.86	\$ 54.34
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 436.54	\$ 21.83	\$ 414.71
Elected Officials Retirement Plan 6%	ZEORP	0874-2061	0874-2061	\$ 185.79	\$ 9.29	\$ 176.50
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,718.74	\$ 85.94	\$ 1,632.80
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 14,953.99	\$ 747.70	\$ 14,206.29
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 1,044.73	\$ 52.24	\$ 992.49
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFUD	0912000-000-000-2061-00	T912-2061	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004815	\$ 490.00		\$ 490.00
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004815	\$ 184.39	\$ 9.72	\$ 184.67
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 910.00		\$ 910.00
Judicial Collection Enhancement %PC	ZJCSF	0802000-000-000-2061-00	T840-2061	\$ 502.50	\$ 25.13	\$ 477.37
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004851	\$ 395.85		\$ 395.85
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4888	\$ -	\$ -	\$ -
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,939.88	\$ 96.98	\$ 1,842.70
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,449.42	\$ 72.47	\$ 1,376.95
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 181.06	\$ 9.05	\$ 172.01
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 13.92	\$ 0.70	\$ 13.22
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 111.85	\$ 5.59	\$ 106.26
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 589.91	\$ 28.50	\$ 541.41
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		\$ 19.98	\$ 1.00	\$ 18.98
Officer Safety - Registrar of Contractors (ROC)	ZOS8	0937-2061		\$ 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		\$ 8.82	\$ 0.44	\$ 8.38
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayments Forfeited	ZOVER	1005000-314-000-3510-10	X105-4831	\$ 2.00	\$ 0.10	\$ 1.90
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		\$ 675.53	\$ 112.55	\$ 562.98
Probation Surcharge	ZPRS8	0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge / Assessment	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Public Safety Equipment	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 3,656.88	\$ 182.84	\$ 3,474.04
Reimbursement to County Attorney 60%	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 2,163.61	\$ 108.18	\$ 2,055.43
Reimbursement to Superior Court 40%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 696.22		\$ 696.22
Security Enhancement Fee (Local)	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 464.14		\$ 464.14
Technical Registration Fund (\$15 Drug Offenses)	ZSECE			\$ -	\$ -	\$ -
Victim Compensation Assistance Fund (37.6%)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund (\$2.00)	ZVCAF	0954-2061		\$ 584.95	\$ 29.25	\$ 555.70
Victim Rights Fund (62.4%)	ZVREA	0957000-2081-00		\$ 361.79	\$ 18.09	\$ 343.70
Forfeited Bonds to the Treasurer	ZVRF	847-2061		\$ 972.25	\$ 48.61	\$ 923.64
AZ Native Plant Fund	ZFORF	1005000-314-000-3510-10	X105-4831	\$ 1,000.01	\$ 50.00	\$ 950.01
ARSON Detection	ZANP	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
Child Passenger Restraint	ZADRF	0883-2062	STATE/COUNTY	\$ -	\$ -	\$ -
Drug and Gang Enforcement Fines	ZCPRF	0883-2061	STATE/COUNTY	\$ 128.80	\$ 6.45	\$ 122.35
DUI Abatement	ZDECJ	0883-2061	STATE/COUNTY	\$ 263.24	\$ 14.16	\$ 249.08
Domestic Violence Services Fund	ZDUIA	0883-2061	STATE/COUNTY	\$ 250.00	\$ 12.50	\$ 237.50
FARE Special Collection Fee 18%	ZDVSF	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
FARE Delinquency Fee \$35.00	ZFAR1	0883-2061	STATE/COUNTY	\$ 148.66		\$ 148.66
FARE Enhanced Special Collection Fee	ZFAR2	0883-2061	STATE/COUNTY	\$ 175.00		\$ 175.00
FARE Special Delinquency Fee	ZFAR3	0883-2061	STATE/COUNTY	\$ 1,332.04		\$ 1,332.04
Game and Fish - Wildlife	ZFAR4	0883-2061	STATE/COUNTY	\$ 1,857.08		\$ 1,857.08
HURF 1 28-5438, 2533C	ZGF	0883-2061	STATE/COUNTY	\$ 247.82	\$ 12.39	\$ 235.43
HURF 2 28-5438, 4139	ZHRF1	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
HURF 3 28-5438, 4139	ZHRF3	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA	0883-2061	STATE/COUNTY	\$ 2,251.00	\$ 112.55	\$ 2,138.45
State Highway Fund	ZSHWY	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD	0883-2061	STATE/COUNTY	\$ 221.96	\$ 11.10	\$ 210.86
Sex Offender Mon Fund	ZSOMF	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
State Photo Enforcement Base Fine	ZSPBF	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
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		SHERIFF	\$ 50.19	\$ 2.51	\$ 47.68
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (T.A.R.)	ZSLPX		Tonto Apache PD	\$ 25.21	\$ 1.26	\$ 23.95
<b>TOTALS</b>				<b>\$ 56,979.61</b>	<b>\$ 2,519.41</b>	<b>\$ 54,460.20</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		
				<b>\$ 54,460.20</b>		

DATE	Check	AMOUNT	MONTHLY REMITTANCE TO:
		\$ 50,181.43	GILA COUNTY TREASURER
		\$ 6,726.66	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
		\$ -	COUNTY PMTS: DARE
		\$ 47.68	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 23.95	T.A.R. POLICE SUSPENDED PLATES
<b>TOTAL TO GILA COUNTY TREASURER</b>		<b>\$ 56,979.61</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

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 FEBRUARY, 2024

DONALD J GARVIN  
Gila County Justice of the Peace

PREPARER: YVETTE HOFFMAN

3/1/2024

# Limited Jurisdiction Courts

## Misdemeanor, Criminal And Civil Traffic Caseload Summary By Case

PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 2/1/2024      END DATE :2/29/2024

LINE ID	CASE TYPE	Total Filings & Dispositions		Clearance Rate	Cases Pending End Of Month	Cases on Warrants Status
		Total Filings*	Total Dispositions**	Clearance Rate		
	<b>Section - 1 Misdemeanor</b>					
	<b>Person</b>					
A	Person-Sex Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
B	Person-Kidnapping	<u>0</u>	<u>0</u>	0.00 %	<u>1</u>	<u>1</u>
C	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>4</u>	200.00 %	<u>77</u>	<u>79</u>
	<b>Property</b>					
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>	<u>0</u>	0.00 %	<u>82</u>	<u>86</u>
	<b>Other</b>					
H	Drug Possession/Paraphernalia	<u>0</u>	<u>0</u>	0.00 %	<u>102</u>	<u>129</u>
I	Weapons	<u>0</u>	<u>0</u>	0.00 %	<u>1</u>	<u>1</u>
J	Public Order	<u>2</u>	<u>2</u>	100.00 %	<u>109</u>	<u>97</u>
K	Interfering With Judicial Proceedings	<u>0</u>	<u>2</u>	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>
M	Petty Offenses	<u>0</u>	<u>0</u>	0.00 %	<u>4</u>	<u>1</u>
N	Other	<u>3</u>	<u>3</u>	100.00 %	<u>128</u>	<u>126</u>
O	<b>Section 1: Total Misdemeanor</b>	<b>11</b>	<b>11</b>	<b>100.00 %</b>	<b>525</b>	<b>535</b>
	<b>Section - 2 Criminal Traffic</b>					
	<b>DUI</b>					
A	Motor Vehicle	<u>1</u>	<u>1</u>	100.00 %	<u>61</u>	<u>78</u>
B	Extreme Motor Vehicle	<u>1</u>	<u>4</u>	400.00 %	<u>23</u>	<u>45</u>
C	Boating/Flying	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
	<b>Serious Violations</b>					
D	Leaving the Scene	<u>0</u>	<u>0</u>	0.00 %	<u>12</u>	<u>4</u>
E	Reckless Driving	<u>0</u>	<u>0</u>	0.00 %	<u>16</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 %	<u>2</u>	<u>2</u>
	<b>Other Violations</b>					
H	Criminal Speed	<u>5</u>	<u>6</u>	120.00 %	<u>45</u>	<u>23</u>
I	All Other	<u>11</u>	<u>12</u>	109.09 %	<u>320</u>	<u>414</u>
J	<b>Section 2: Total Criminal Traffic</b>	<b>18</b>	<b>23</b>	<b>127.78 %</b>	<b>479</b>	<b>571</b>
	<b>Section - 3 CivilTraffic</b>					
A	Driver License	<u>10</u>	<u>7</u>	70.00 %	<u>55</u>	<u>0</u>
B	Registration	<u>8</u>	<u>7</u>	87.50 %	<u>363</u>	<u>0</u>
C	Insurance	<u>16</u>	<u>23</u>	143.75 %	<u>227</u>	<u>0</u>
D	Speeding	<u>39</u>	<u>43</u>	110.26 %	<u>233</u>	<u>1</u>
E	Excessive Speeding	<u>61</u>	<u>78</u>	127.87 %	<u>108</u>	<u>0</u>
F	Red Light	<u>0</u>	<u>3</u>	0.00 %	<u>6</u>	<u>0</u>
G	Seat Belt	<u>4</u>	<u>4</u>	100.00 %	<u>46</u>	<u>0</u>
H	Marijuana Non-Criminal	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
I	Other Civil Traffic	<u>9</u>	<u>23</u>	255.56 %	<u>214</u>	<u>1</u>
J	<b>Section 3: Total Civil Traffic</b>	<b>147</b>	<b>188</b>	<b>127.89 %</b>	<b>1252</b>	<b>2</b>



	<b>Section - 4 Local - Non Criminal Ordinances</b>					
A	Parking	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
B	Non-Parking	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
	<b>Section - 5 Felony</b>					
A	Total Felony	<u>1</u>	<u>1</u>	100.00 %	<u>137</u>	<u>53</u>
	<b>GRAND TOTAL</b>	<b>177</b>	<b>223</b>	125.99 %	<b>2393</b>	<b>1161</b>
	<b>Section - 6 Domestic Violence</b>					
A	Felony-Domestic Violence	<u>0</u>	<u>0</u>	0.00 %	<u>4</u>	<u>0</u>
B	Misdemeanor-Domestic Violence	<u>1</u>	<u>0</u>	0.00 %	<u>78</u>	<u>0</u>
	<b>Section - 7 Special Case Characteristics</b>					
A	Self Represented Litigants	<u>170</u>	<u>208</u>	122.35 %	<u>2136</u>	<u>1003</u>
B	Interpreter Services Provided	<u>0</u>	<u>0</u>	0.00 %	<u>13</u>	<u>6</u>

## Limited Jurisdiction Courts

START DATE : 2/1/2024      END DATE : 2/29/2024

	Column ID	1	2	3	4	5	6	7	8	9	10	11	12	13
LINE ID	CASE TYPE	Begin Pending		New Filing	Transfer In	Reopened	Reactivated	Terminations		Placed on Inactive Status	Statistical Correction		End Pending	
		Active	Inactive					Entry of Judgment	Reopened		Active	Inactive	Active	Inactive
	<b>Section - 1 Civil</b>													
A	Small Claims	<u>21</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>			23	0
B	Forcible Detainer / Eviction Action	<u>24</u>	<u>0</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>	<u>0</u>	<u>0</u>			23	0
C	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>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</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>252</u>	<u>1</u>	<u>28</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15</u>	<u>0</u>	<u>0</u>			265	1
G	Total Civil Complaints	<b>297</b>	<b>1</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>			<b>311</b>	<b>1</b>
	<b>Section - 2 Domestic Violence &amp; Harassment Petitions</b>													
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
B	Civil Order of Protection	<u>21</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>			24	0
C	Injunction Against Harassment	<u>39</u>	<u>0</u>	<u>14</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>14</u>	<u>0</u>	<u>0</u>			40	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
	<b>Section - 3 Special Case Characteristics</b>													
A	Self Represented Litigants	<u>354</u>	<u>1</u>	<u>59</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>44</u>	<u>0</u>	<u>0</u>			372	1
B	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

**ARF-8668**

**Work Session Item 6. A.**

**Regular BOS Meeting**

Meeting Date: 04/16/2024

Submitted By: Michael O'Driscoll, Deputy County Manager

Department: Assistant County Manager

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Information

Request/Subject

APS (Arizona Public Service Company) representatives will present information regarding to its 2024 wildfire mitigation efforts including the addition of a new Public Safety Power Shutdown (PSPS) plan. Beginning in May, APS may call PSPS events in rare circumstances and limited areas to prevent the electric system from starting or contributing to a wildfire through a downed wire or inadvertent spark. APS will outline the plan specifics including customer support offered in conjunction with Gila County Emergency Management during a PSPS event.

Background Information

APS representatives will present information regarding to its 2024 wildfire mitigation efforts including the addition of a new Public Safety Power Shutdown (PSPS) plan. Beginning in May, APS may call PSPS events in rare circumstances and limited areas to prevent the electric system from starting or contributing to a wildfire through a downed wire or inadvertent spark. APS will outline the plan specifics including customer support offered in conjunction with Gila County Emergency Management during a PSPS event.

Evaluation

APS representatives will present information regarding to its 2024 wildfire mitigation efforts including the addition of a new Public Safety Power Shutdown (PSPS) plan. Beginning in May, APS may call PSPS events in rare circumstances and limited areas to prevent the electric system from starting or contributing to a wildfire through a downed wire or inadvertent spark. APS will outline the plan specifics including customer support offered in conjunction with Gila County Emergency Management during a PSPS event.

Conclusion

It would be advantageous for the Board of Supervisors and the public to receive information from APS representatives regarding APS's 2024 wildfire mitigation efforts including the addition of APS's new Public Safety Power Shutdown (PSPS) plan. During this presentation APS will also outline the plan specifics including customer support offered in conjunction with Gila County Emergency Management during a PSPS event.

Recommendation

N/A

Suggested Motion

Information/Discussion regarding Arizona Public Service Company's 2024 wildfire mitigation efforts, including the addition of a new Public Safety Power Shutdown plan. **(Carl Melford)**

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Attachments

*No file(s) attached.*

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