PROFESSIONAL SERVICES CONTRACT NO. 110925

DISASTER RECOVERY AND DEBRIS MANAGEMENT ADMINISTRATION

FINANCE/ADMINISTRATION

THIS CONTRACT, made and entered into this 1st day of December, 2025, by and between Gila County, a political subdivision of the State of Arizona (hereinafter designated as "County") and Homero Vela, of the Census Designated Place of Overgaard, State of Arizona (hereinafter designated as "Contractor").

WITNESSETH: Contractor, for and in consideration of the sum to be paid to them by County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for themselves, their heirs, administrators, successors, and assigns, as follows:

SCOPE OF SERVICES

Contractor shall provide the products and/or services listed in the Scope of Work below and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of County under the direction of the **County Manager** or designee.

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

Scope of Work: Following the September 2025 Storm Event, Gila County and the Arizona Department of Emergency and Military Affairs (AZDEMA) met on October 29, 2025, to establish the Public Assistance Recovery Disaster Timeline as follows (refer to Attachment "A" to **Professional Services Contract No. 110925** by mention made a binding part of this Contract as set forth herein):

- Request for Public Assistance (RPA) due November 28, 2025
- Project List due December 28, 2025
- First Quarterly Report due January 15, 2026
- Project Information due March 27, 2026
- Emergency Work - Federal Emergency Management Agency (FEMA) Type A & B due March 27, 2026
- Permanent Work – FEMA Type C, D, E, F, and G due September 27, 2026

Contractor will assist County in correctly scaling/scoping projects to reflect:

- Gila County's statutory and legal responsibilities
- AZDEMA standards
- FEMA standards
- Additional opportunities for funding outside of the FEMA/AZDEMA project list, i.e., National Resources Conservation Service (NRCS) 220 day permit for Emergency Watershed Protection (EWP) and Arizona Department of Forestry and Fire Management (DFFM) resources.

In addition, Contractor will support Public Works including Roads, Engineering, Survey, and Landfill; Emergency Management; Finance; Administration/Management; and other departments as appropriate in determining which projects can be completed by internal staff and which require external resources.

Contractor Fees: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to Contractor an hourly fee of $106.00 per hour.

UNIFORM TERMS AND CONDITIONS

ARTICLE 1 - DEFINITIONS

Attachment means any item the Solicitation requires the Responder to submit as part of the Offer.

Contract means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, 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 Addendums or Contract Amendments.

Contract Amendment means a written document signed by the Gila County Board of Supervisors, the County Manager, Chief Financial Officer, or their designee that is issued for the purpose of making changes in the Contract.

Contractor means any person who has a Contract with the County.

County means Gila County and any Department or Office of the County.

County Board of Supervisors means the contracting authority for the County. The County Manager is authorized to sign contracts and amendments up to $50,000 on behalf of the Board of Supervisors.

Days means calendar days unless otherwise specified.

Director means the Finance Director (Chief Financial Officer) for Gila County.

Exhibit means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

Fiscal Year means the period beginning July 1 and ending June 30.

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.

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.

May means something that is not mandatory but permissible.

Office or User Department means the County elected official's office or County division responsible for managing the Contract and/or the project.

Offer means bid, proposal, or quotation.

Procurement Officer means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

Responder means a vendor who responds to a Solicitation.

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.

Shall, Will, Must means a mandatory requirement.

Should means something that is recommended but not mandatory.

Solicitation means an Informal Bid Request ("IBR"), Invitation For Bids ("IFB") either formal or informal, a Request For Proposals ("RFP"), Request for Qualifications ("RFQ"), or a Request for Quotations ("RFQ").

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.

ARTICLE 2 - CONTRACT INTERPRETATION

2.1 Arizona Law. This Contract shall be governed by the law of the State of Arizona and suits pertaining to this Contract shall be brought only in the Gila County Superior Court, Globe, Arizona.

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 County 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. 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 Parol 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 written shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

ARTICLE 3 - CONTRACT ADMINISTRATION AND OPERATION

3.1 Notice to Proceed/Ordering Authority. Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product

not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.

3.2 Acknowledgment. Each party acknowledges that the party's dated signature on the Contract is intended to fully bind that party to the entire Contract.

3.3 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.4 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and six (6) years thereafter, Contractor's or any subcontractor's books and records shall be subject to audit by County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.5 Certification of No Forced Labor. Contractor does not currently, and agrees for the duration of this Contract that they 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.

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

3.6 Confidentiality of Records. Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by County as confidential or privileged. Contractor shall establish and maintain procedures and controls that are acceptable to County for the purpose of assuring that no information contained in its records obtained from County or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by County.

3.7 Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities, and equipment shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

3.8 Drug-Free Workplace Program. Contractors are hereby advised that Gila County has adopted a policy establishing a drug-free workplace for itself and as a requirement for contractors doing business with the County to ensure the safety and health of employees working on its contracts/projects. Contractor shall require a drug-free workplace for all employees working under the Contract. Specifically, all Contractor employees who are working under this Contract shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug-free workplace in accordance with the Policy may result in termination of the Contract and possible debarment from bidding on future contracts/projects.

3.9 Facilities Inspection and Materials/Service Testing. Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If County determines noncompliance of the materials, Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection. All material or service is subject to final inspection and acceptance by County. Material or service failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of Contractor.

3.10 Israel Boycott Certification. Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as 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 Contract.

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

3.11 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. § 41-4401 and § 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 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 shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will always 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 Section shall be the responsibility of Contractor.

3.12 Non-Discrimination. Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

3.13 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant backup services, or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

3.14 Ownership of Intellectual Property. Any and all intellectual property including, but not limited to, copyright, invention, trademark, tradename, 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 County shall be considered the creator of such intellectual property. The Gila County department requesting the issuance of this Contract shall own (for and on behalf of the County) the entire right, title, and interest to the Intellectual Property throughout the world. Contractor shall notify County 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 documents necessary to assure ownership of the Intellectual Property vests in the County 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 County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not County without the express written authorization of the Gila County department requesting the issuance of this Contract.

3.15 Property of the County. Any materials including reports, computer programs, and other deliverables created under this Contract are the sole property of County. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without prior written consent of County.

3.16 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 (5) years after the completion of the Contract. All records shall be subject to inspection and audit by County at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such records.

ARTICLE 4 – COST

4.1 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.

4.2 Applicable Taxes. Contractor shall be responsible for paying all applicable taxes.

Gila County 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.

Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by Contractor. Contractor shall, and shall require all subcontractors to, hold County harmless from: any responsibility for taxes, damages, and interest, if applicable; contributions required under federal and/or state or local laws and regulations; and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.3 Availability of Funds for the Next County Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

4.4 Availability of Funds for the Current County Fiscal Year. Should the County Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, County may take any of the following actions: accept a decrease in price offered by Contractor; cancel the Contract; or cancel the Contract and resolicit the requirements.

4.5 Jurisdiction and Dispute Resolution. 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. In the event of a dispute, the Parties shall meet and confer to resolve the dispute. If there is no satisfactory resolution, the Gila County Superior Court is the proper forum for resolution of the dispute.

ARTICLE 5 – CONTRACT CHANGES

5.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors. 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 Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. 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. Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by Contractor, either directly or indirectly, shall be considered employees or agents of Contractor and not County. Nothing contained in any contract or joint venture agreement shall create any obligation on the part of County to pay any subcontractor. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions, and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of County's position within fifteen (15) days of receipt of written notice.

ARTICLE 6 – RISK AND LIABILITY

6.1 Risk of Loss. 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 Contractor regardless of receipt.

6.2 Indemnification. Contractor agrees to defend, indemnify, and hold County, its elected officials, officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of County) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of Contractor resulting from the acts or omissions of Contractor, its employees, agents, or subcontractors in the performance of the Contract.

Contractor shall assume risk of loss until delivery to County's facility. Contractor shall do nothing to prejudice County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of County in obtaining recovery. In any instance where Contractor has accepted a tender from County, Contractor agrees to update County during the course of the litigation and to timely notify County of any issues that may involve the independent negligence of County that is not covered by the tender.

Without limiting the foregoing, Contractor shall, without limitation, at its expense defend County against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and shall, without limitation, pay the costs, damages, and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against County's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life of not less than five (5) years, and plus any additional costs County may incur to acquire substitute supplies or services.

County assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Contract or use of Contractor-provided supplies or services. Neither party shall be liable for incidental, special, or consequential damages.

6.3 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. 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.

Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; 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 inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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 via certified mail, return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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.

6.4 Third Party Antitrust Violations. Contractor assigns to County 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.

6.5 Care of County Property. Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of Contractor or its employees.

ARTICLE 7 – WARRANTIES

7.1 Liens. 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, Contractor warrants that, for two (2) years after acceptance by County of the materials, they shall be: of a quality to pass without objection in the trade under the Contract description; fit for the intended purposes for which the materials are used; with the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as the Contract may require; and conform to the written promises or affirmations of fact made by Contractor.

7.3 Quality of Work. Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this Contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state, and local statutes, rules, codes, laws, ordinances, regulations, and restrictions. The Responder shall work closely with County, and provide all reports and documents, including proposed corrective work through County Chief Financial Officer or their designee.

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

7.5 Inspection/Testing. The warranties set forth in paragraphs 7.1 through 7.3 of this section are not affected by inspection or testing of or payment for the materials by County.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permit requirements.

7.7 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to Gila County under this Solicitation shall comply with 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.

7.8 Survival of Rights and Obligations After Contract Expiration or Termination. All representations and warranties made by Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, County is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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 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.

ARTICLE 8 – COUNTY'S CONTRACTUAL REMEDIES

8.1 Right to Assurance. If County in good faith has reason to believe that 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 Contractor to provide written assurance within the number of days specified in the demand may, at County'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. County may, at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the County 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.

If a stop work order issued under this clause is cancelled 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.

8.3 Non-Exclusive Remedies. The rights and remedies of County under this Contract are not exclusive.

8.4 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, County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. County shall be entitled to offset against any sums due to Contractor, any expenses or costs incurred by County, or damages assessed by the County concerning the Contractor's nonconforming

performance or failure to perform the Contract, including expenses, costs, and damages described in the Uniform Terms and Conditions.

ARTICLE 9 – CONTRACT TERMINATION

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, County 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 County 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.

9.2 Gratuities. County may, by written notice, terminate this Contract, in whole or in part, if County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of County 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. County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

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

9.4 Termination for Convenience. County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, and notify all subcontractors of the effective date of the termination and minimize all further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract shall become the property of and be delivered to County upon demand. 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. County reserves the right to terminate any part or all of a contract resulting from this Solicitation if Contractor fails to carry out any term, promise, or condition of the Contract. County will issue a written Notice of Default to Contractor if, in the opinion of County, Contractor:

9.5.1 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this Solicitation.

9.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.

9.5.3 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the Contract.

9.5.4 Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.

9.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.

9.5.6 Fails to materially perform or comply with the terms and conditions of the contract resulting from this Solicitation.

Failure of Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give County cause to cancel this Contract.

If County terminates the Contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this Contract up to and including the date of termination as though no termination has been made. In addition, Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the Contract from the open market, to complete required work itself or have it completed at the expense of Contractor.

County may recover any excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the proposal and/or performance security, if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

9.6 Continuation of Performance Through Termination. 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.

ARTICLE 10 – CONTRACT CLAIMS

All claims and controversies shall be subject to the Gila County Procurement Policy.

ARTICLE 11 – ARBITRATION

It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this Section.

SPECIAL TERMS AND CONDITIONS

ARTICLE 12 – 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 13 – NOTICES

All notices or demands upon any party to this Contract shall be made in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

HOMERO VELA
Post Office Box 1405
Overgaard, Arizona 85933

GILA COUNTY
Attn: County Manager
1400 East Ash Street
Globe, Arizona 85501

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.

ARTICLE 14 – PAYMENT/BILLING

14.1 Contract Amount. Contractor shall be paid an amount not to exceed $49,900.00 for completion of the projects as outlined in the Scope of Work.

14.2 Invoice Instructions. All invoices shall be submitted to Gila County Accounts Payable, 1400 E Ash St, Globe, AZ 85501 and include the following information:

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

14.3 Alterations to Scope of Work. Any alterations to the Scope of Work resulting in a change in cost must have prior written approval by County. Any unauthorized work may result in nonpayment to Contractor.

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

14.5 IRS Form W-9. Contractor shall have a current IRS W-9 form on file with County unless not required by law. County shall not remit payment if Contractor does not have a current W-9.

ARTICLE 15 – TERM

This Contract commences on November 15, 2025, and remains in effect through September 27, 2026.

ARTICLE 16 – ACCESS TO RECORDS

The Contractor agrees to provide County, the Arizona Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

ARTICLE 17 – BUILD AMERICA, BUY AMERICA ACT PREFERENCE

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

ARTICLE 18 – COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGMENT OF FEDERAL FUNDING

This is an acknowledgment that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ARTICLE 19 – DOMESTIC PREFERENCES FOR PROCUREMENTS

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For the purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ARTICLE 20 – NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liability to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the Contract.

ARTICLE 21 – PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 22 – PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

22.1 Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause.

22.2 Prohibitions.

22.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

22.2.2 Unless an exception in paragraph 3 of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

22.2.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.2.2.2 Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.2.2.3 Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

22.2.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

22.3 Exceptions.

22.3.1 This clause does not prohibit contractors from providing:

22.3.1.1 A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

22.3.1.2 Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.3.2. By necessary implication and regulation, the prohibitions also do not apply to:

22.3.2.1 Covered telecommunications equipment or services that:

22.3.2.1.1 Are not used as a substantial or essential component of any system; and

22.3.2.1.2 Are not used as critical technology of any system.

22.3.2.2 Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.4 Reporting Requirement.

22.4.1 In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph 4(B) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

22.4.2 The Contractor shall report the following information pursuant to paragraph 4(A) of this clause:

22.4.2.1 Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

22.4.2.2 Within 10 business days of submitting the information in paragraph 4(B)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

22.5 Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

ARTICLE 23 – SUSPENSION AND DEBARMENT

23.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

23.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

22.3 This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.

22.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 (Dec 1, 2025 19:49:33 MST)

James Menlove

12/01/2025

Date Signed

HOMERO VELA

Homero Vela (Nov 21, 2025 09:00:41 MST)

Signature

Homero Vela

Printed Name

President

Title

11/21/2025

Date Signed

DECLARATION OF EMERGENCY

SD-2602

2 PAGES

DECLARATION OF EMERGENCY
Gila and Mohave County Flooding
(Amends Declaration issued September 27, 2025)

WHEREAS, starting on September 25, 2025, heavy rains severely impacted Gila County, Mohave County, and their communities; and

WHEREAS, heavy rains resulted in flash flooding, cresting well above normal and manageable flows in numerous waterways, and topping roadways; and

WHEREAS, within Gila County, the impacts were most severe within the City of Globe, the Town of Miami, and the community of Claypool; and

WHEREAS, within Mohave County the impacts were most severe within the communities of Fort Mohave, Oatman, Golden Valley, and Meadview; and

WHEREAS, citizens in Gila County were trapped on the roofs of homes and numerous vehicles were swept into the washes necessitating the mobilization of Search and Rescue teams; and

WHEREAS, local emergency services performed several swift water rescues within abnormally swollen waterways and roadways; and

WHEREAS, the flooding has isolated large parts of those communities; and

WHEREAS, evacuation orders were issued for the communities of Globe, Miami, Claypool, and the San Carlos Apache Tribe; and

WHEREAS, evacuation centers have been opened and are receiving disaster survivors; and

WHEREAS, flood waters in Gila County carried propane tanks onto roadways and into waterways necessitating Hazardous Materials Response teams; and

WHEREAS, flood water and debris flows obstructed roads and flood control structures resulting in temporary road closures, increased the risk to life and safety, and delayed response times and activities by emergency services; and

WHEREAS, the flooding has resulted in loss of life and damage to the public infrastructure, businesses, and private property; and

WHEREAS, the Gila County Board of Supervisors declared on September 27, 2025, that a state of emergency exists in Gila County; and

WHEREAS, the Mohave County Board of Supervisors declared on September 30, 2025, that a state of emergency exists in Mohave County; and

WHEREAS, the State of Arizona has activated the Arizona Mutual Aid Compact and requested resources; and

WHEREAS, the State of Arizona has activated interstate mutual aid with the States of Nevada and New Mexico; and

WHEREAS, the State of Arizona has activated the Emergency Management Assistance Compact; and

WHEREAS, the Governor is authorized to declare a state of emergency pursuant to A.R.S. § 26-303(D).

NOW, THEREFORE, I, Katie Hobbs, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and Laws of the State, do hereby determine that this situation justifies a declaration of a State of Emergency, pursuant to A.R.S. § 26-303(D), and I do hereby:

a. Declare that a State of Emergency exists in Gila and Mohave Counties, due to severe thunderstorms and flooding as recited above, effective September 25, 2025, and continuing; and

b. Direct that the sum of $200,000.00 from the general fund be made available to the Director of the Arizona Division of Emergency Management to be expended in accordance with A.R.S. § 35-192, A.A.C. R8-2-301 to 319, and Executive Order 79-4; and

c. Direct that the State of Arizona Emergency Response and Recovery Plan be used to direct and control state and other assets and authorize the Director of the Arizona Division of Emergency Management to coordinate state assets; and

d. Pursuant to A.R.S. § 26-172, authorize the Adjutant General to mobilize and call to activate, consistent with applicable laws, such part of the Arizona National Guard as is determined necessary to assist in the protection of life and property in Gila County and its communities.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

GOVERNOR

DONE at the Capitol in Phoenix on this 17th day of October in the Year Two Thousand Twenty-Five and of the independence of the United States of America the Two Hundred and Fiftieth.

ATTEST:

Secretary of State

SD 2602

GILA COUNTY FLOODING TIME LIMITS

1 PAGE

SD2602 – Gila County Flooding-Time Limits

- Request for Public Assistance (RPA) MUST be received by DEMA-EM by 11/28/2025
- All Projects ***MUST*** be identified to DEMA-EM by 12/28/25 (AKA the "Sixty Day Report")
- Project information ***MUST*** be submitted to DEMA-EM by 03/27/26
- Emergency Work ***MUST*** be completed by 03/27/26
- Permanent Work ***MUST*** be completed by 09/27/26
- First Quarterly Report Due – 01/15/26
  - Governor's Declaration – September 27, 2025
  - Incident Period– September 25-27,2025
  - Kick Off Meeting – October 29, 2025 (scheduled*)

APPLICANT'S AUTHORIZED REPRESENTATIVE CHECKLIST

1 PAGE

APPLICANT'S AUTHORIZED REPRESENTATIVE CHECKLIST

This checklist was prepared to make the process of applying for and receiving disaster relief under the Public Assistance program as easy as possible. If you have any questions, please contact the DEMA-EM Recovery Section.

ADMINISTRATION

___ Attend the Applicant Briefing.
___ Contact other potential Applicants within your county/city who sustained disaster related damages and have them contact DEMA-EM as soon as possible (within 30 days from the date the county was declared).
___ Ensure that an Applicant's Authorized Representative is designated, and information is current. You may also designate an Alternate Authorized Representative.
___ Submit appeals in a timely manner.
___ Check on insurance coverage and determine the settlement amount, if any. Submit a proof of loss statement and copies of all insurance checks to DEMA-EM.
___ Check that your agency's procurement policies are in compliance with 2 CFR.
___ Check that your agency is enrolled in Grants Portal and the information is current.
___ Check that your agency has submitted the Request for Public Assistance (RPA).

WORK MONITORING

___ Review each Project to become familiar with approved scope of work.
___ Give appropriate supervisors a copy of each Project.
___ Make approved repairs only or obtain DEMA-EM/FEMA approval before changing/altering the approved scope of work.
___ Notify State PDMG of significant cost overruns (10+% increase over the original estimate).
___ Follow proper bid and contract procedures. Ensure the contractor is not on the most current "List of Parties Excluded from current Federal Procurement or Non-Procurement Programs" published by the U.S. general Services Administration.
___ Complete work within allowable time periods.
___ Request a time extension by Project if needed.
___ Submit a Project cost summary for each large project Project that is completed.
___ Complete the Project Completion Report (P.4) once all approved work has been completed.

DOCUMENTATION

___ Maintain a separate folder for each Project.
___ Document repair costs at each work site as they occur.
___ Prepare Daily Activity Report from supervisor's daily logs.
___ Keep these documents for each work site as they occur:
- Daily Activity Report for Labor, Equipment and Materials
- Delivery Tickets
- Invoices
- Payroll Journals
- Cancelled Checks
- Daily Logs from Supervisors

___ Keep these documents for each Project done by contract:
- Bid specifications
- Bid advertisement
- Bid summary sheet
- Contract award documents
- Invoices
- Canceled Checks
- Record of work inspection

AZ DEMA DESIGNATION OF AUTHORIZED REPRESENTATIVE FORM

1 PAGE

ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AUTHORIZED REPRESENTATIVE** for the following:

Select program(s) ☐ Public Assistance ☐ HMA Mitigation Program ☐ SEC Mitigation

Select duration ☐ Until further notice ☐ Only Event _____ ☐ From _____ to _____

Applicant: _____

CERTIFICATION

I, _____ (Authorizing Official's Name), duly appointed and _____ (Title) of

_____ (Applicant), do hereby certify that the information below is true and correct,

based on a resolution passed and approved **(attached)** by the _____ (Governing Body)

of _____ (Applicant) on the _____ (day) day of _____ (month), _____ (year).

_____ has been designated as the Applicant's Authorized Representative
(Name of Designated Applicant's Authorized Representative)

to act on behalf of _____ (Applicant).

_____ (Authorizing Official's Signature) _____ (Title) _____ (Date)

This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Applicant's Authorized Representative.

Designated Applicant's Authorized Representative

Name _____

Title/Official Position _____

Full Mailing Address _____

Email Address _____

Daytime Telephone Number _____ Cell _____
(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____
(Initials & Date)

PUBLIC ASSISTANCE RECOVERY DISASTER TIMELINE

4 PAGES

(includes FEMA categories)

Public Assistance Recovery Disaster Timeline

- **Event Occurs** - Do what you need to do for your constituents! Do not make decisions based upon later reimbursement!
- **Perform Rapid Needs Assessment** – to understand size and severity of event
  - Issue a local, or county, emergency resolution
- **Request a DEMA PATA (Public Assistance Technical Assistance) Team (Optional)**
  - Recommended within 48-72 hours of an ongoing event
  - The Team can advise on Recovery Program options and eligibility activities for potential reimbursement
  - Can assist in showing how to capture required information and costs to maximize potential reimbursements
- **Examine your Procurement Process (for potential Federal Disaster Declarations)**
  - Are your procurement procedures in compliance with Federal Code 2 C.F.R.?
  - Must be in compliance at the time of event, for a federal declaration
- **Perform a local Preliminary Damage Assessment (PDA)**
  - Locate significant damages and determine estimated cost
- **Request a joint PDA (State and/or FEMA PDA Team)**
  - Be ready to escort the PDA Team to each damaged site and provide an estimated cost for each
- **Submit Application for Public Assistance** (within 15 days of the start of the emergency)
  - Applicant must clearly demonstrate "event" is above and beyond their ability to recover without state assistance

Governor Declaration* / Federal Declaration*- Do not wait for the declaration to do work.

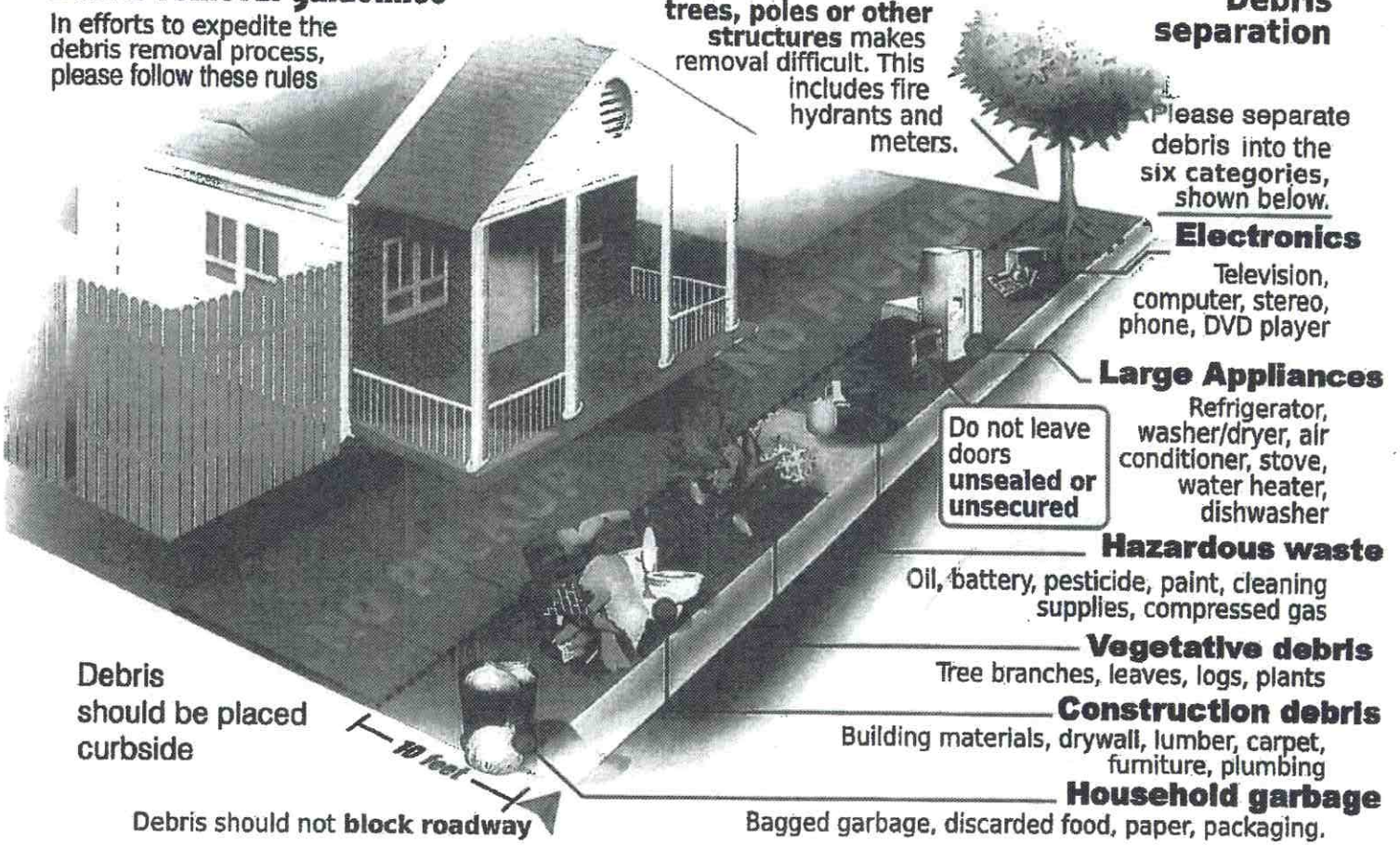
- **Attend Applicant Briefing** – local officials, relevant department heads (Finance, Public Works, etc.)
- **Attend Kickoff Meeting** – individuals with specific knowledge of each site and scope of work, and will be tracking costs
- **Update Grants Portal Profile***
  - Create or update Applicant profile-this can be done any time prior to Request for (RPA)
- **Submit Request for Public Assistance (RPA)**
- **Submit Applicant Agent (or confirm it is current) along with supporting documentation**
- **Sign and submit the Applicant Agreement**
- **Coordinate with your assigned DEMA Program Delivery Manager (PDMG)**
  - Perform Site Inspections with DEMA
  - Determine Damage Descriptions Dimensions (DDD's), Scope of Work (SOW), and Costs (LEMO)
  - Inquire about Mitigation
- **Complete Work***
  - Capture and retain supporting documentation
  - A list of ALL damages attributed to event must signed and submitted within 60 days
  - All emergency work (Category's A and B) must be completed within 6 months of declaration
  - All permanent work (Category's C-G) must be completed within 12 months of declaration, or 18 months from the Kick Off Meeting under a federal declaration
- **Submit a Reimbursement Request after your Project Work Sheet (PW) is obligated**
- **Request and complete Final Inspection Report (FIR)** – notify your PDMG that you are ready for the FIR
- **Submit requested information to State Audit**
  - All projects undergo audit by State Auditors in accordance with state laws
  - Have supporting documentation ready for requests by state auditors
- **Submit Final Reimbursement**
- **Closeout for Applicant** – all work is completed and payments received
- **Closeout for Disaster** – starts the clock for record retention
- **Maintain Records** – all records must be maintained and available for audit for 3 years from the closeout of the disaster, not the applicant

***May occur earlier in the process**

Questions? Contact your assigned PDMG or the DEMA Infrastructure Coordinator at (602) 464-6232

Debris removal guidelines

In efforts to expedite the debris removal process, please follow these rules



Public Assistance Damage Assessment Guidelines

Category	Purpose	Eligible Activities
A: Debris Removal	Clearance of trees and woody debris; building wreckage; sand, mud, silt, and gravel; vehicles; and other disaster-related material deposited on public and, in very limited cases, private property.	• Debris removal from a street or highway to allow the safe passage of emergency vehicles • Debris removal from public property to eliminate health and safety hazards • Clearance of trees, woody debris, sand, mud, silt, gravel, building wreckage, vehicles, ect.
B: Emergency Protective Measures	Measures taken before, during, and after a disaster to save lives, protect public health and safety, and protect improved public and private property.	• Emergency Operations Center activation • Warning devices (barricades, signs, and announcements) • Search and rescue • Security forces (police and guards) • Construction of temporary levees • Provision of shelters or emergency care • Sandbagging • Bracing/shoring damaged structures • Provision of food, water, ice and other essential needs • Emergency repairs • Emergency demolition • Removal of health and safety hazards
C: Roads and Bridges	Repair of roads, bridges, and associated features, such as shoulders, ditches, culverts, lighting and signs.	• Eligible work includes: repair to surfaces, bases, shoulders, ditches, culverts, low water crossings, and other features, such as guardrails.
D: Water Control Facilities	Repair of irrigation systems, drainage channels, and pumping facilities. Repair of levees, dams, and flood control channels fall under Category D, but the eligibility of these facilities is restricted.	• Channel alignment • Interior drainage • Irrigation • Erosion prevention • Shoulder/Slope Protection • Flood control
E: Buildings and Equipment	Repair or replacement of buildings, including their contents and interior systems; heavy equipment and vehicles.	• Buildings, including contents such as furnishings and interior systems such as electrical work • Replacement of pre-disaster quantities of consumable supplies and inventory. Replacement of library books and publications. • Removal of mud, silt, or other accumulated debris is eligible, along with any cleaning and painting necessary to restore the building. • All types of equipment, including vehicles, may be eligible for repair or replacement when damaged as a result of the declared event.
F: Utilities	Repair of water treatment and delivery systems; power generation facilities and distribution lines; and sewage collection and treatment facilities.	• Restoration of damaged utilities. • Temporary as well as permanent repair costs can be reimbursed
G: Parks, Recreational Facilities, and Other Items	Repair and restoration of parks, playgrounds, pools, cemeteries, and beaches. This category also is used for any work or facility that cannot be characterized adequately by Categories A-F.	• Roads, buildings, and utilities within those areas and other features, such as playground equipment, ball fields, swimming pools, tennis courts, boat docks and ramps, piers, and golf courses. • Grass and sod are eligible only when necessary to stabilize slopes and minimize sediment runoff. • Repairs to maintained public beaches may be eligible in limited circumstances

Applicant Eligibility for PA: State/Local Government Agencies or Departments & Special Districts.
Following a Federal Declaration certain Private-non-profit and Tribal organizations may be eligible.

Individual Assistance Damage Assessment Level Guidelines

Damage Definitions	General Description	Things to Look For	Water Levels
DESTROYED	**DESTROYED**	**DESTROYED**	**DESTROYED**
Structure is a total loss. Not economically feasible to rebuild.	Structure leveled above the foundation, or second floor is gone. Foundation or basement is significantly damaged.	Structure leveled or has major shifting off its foundation or only the foundation remains. Roof is gone, with noticeable distortion to walls.	More than 4 feet in first floor. More than 2 feet in **mobile home.**
MAJOR	**MAJOR**	**MAJOR**	**MAJOR**
Structure is currently uninhabitable. Extensive repairs are necessary to make habitable. Will take more than 30 days to repair.	Walls collapsed. Exterior frame damaged. Roof off or collapsed. Major damage to utilities: furnace, water heater, well, septic system.	Portions of the roof and decking missing. Twisted, bowed, cracked, or collapsed walls. Structure penetrated by large foreign object, such as tree. Damaged foundation.	2 to 4 feet in first floor without basement. 1 foot or more in first floor with basement. 6 inches to 2 feet in **mobile home** with **plywood** floors. 1 inch in **mobile home** with **particle board** floors.
MINOR	**MINOR**	**MINOR**	**MINOR**
Structure is damaged, and uninhabitable. Minor repairs are necessary to make habitable. Will take less than 30 days to repair.	Interior flooring / exterior walls with minor damage. Tree(s) fallen on structure. Smoke damage. Shingles / roof tiles moved or missing.	Many missing shingles, broken windows and doors. Loose or missing siding. Minor shifting or settling of foundation. Minor damage to septic system.	2 inches to 2 feet in first floor without basement. 1 foot or more in basement. Crawlspace – reached insulation. Sewage - in basement. **Mobile home,** "Belly Board" to 6 inches.
AFFECTED HABITABLE	**AFFECTED HABITABLE**	**AFFECTED HABITABLE**	**AFFECTED HABITABLE**
Structure has received minimal damage and is habitable without repairs.	Chimney or porch damaged. Carpet on first floor soaked. Broken windows.	Few missing shingles, some broken windows. Damage to air conditioning units / etc. Some minor basement flooding.	Less than 2 inches in first floor Minor basement flooding. **Mobile home,** no water in "Belly Board".

Tips: Estimating Water Depths

Brick - 2 1/2 inches per course

Concrete or cinder block - 8 inches per course

Lap or aluminum siding - 4 inches or 8 inches per course

Door knobs - 36 inches above floor

Stair risers - 7 inches

Standard doors - 6 feet 8 inches

DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTER

8 PAGES

DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS
(Political Subdivision)

This Agreement ("Agreement") between the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona ("Division"), and APPLICANT NAME ("Applicant") shall be effective on the date signed by both parties. This Agreement shall apply to all assistance funds provided by the Division to the Applicant as a result of NAME OF THE EVENT, which occurred DATE(S) OF THE EVENT, and pursuant to the Governor's Declaration of Emergency on DECLARATION DATE.

By signing this Agreement on behalf of Applicant, the person signing represents that he/she is an Authorized Representative of the Applicant, and certifies and agrees on behalf of the Applicant that:

1. The person signing below on behalf of Applicant has legal authority to apply for assistance on behalf of the Applicant.

2. The Applicant is an eligible applicant as defined in Arizona Administrative Code ("A.A.C.") R8-2-301(3).

3. Any change to the Applicant's Authorized Representative or the Authorized Representative's contact information must be provided to Division in writing.

4. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving disaster assistance from the Division. The Division does not manage or take responsibility for the Applicant's projects, and monitors projects (with regard to program eligibility and other requirements) only in order to protect the Division's interests.

5. The Applicant understands this is a reimbursement program and the Applicant generally must expend its own funds for an approved project prior to being reimbursed. All requests for an advance of funds must meet the standards set forth in A.A.C. R8-2-315 and be made in writing, and shall be signed by the Applicant's Authorized Representative and forwarded to the Director of the Division (the "Director"). The Director shall assess a request for an advance to determine whether the request is reasonable and for eligible work that has been completed. The Director may grant a request for an advance for work not completed only if the Applicant has demonstrated that the work cannot be completed without an advance. The amount of an advance will be based upon damage assessment, eligible costs to date and the estimated eligible costs for the next 60-day period. A.A.C. R8-2-315. Requests for an advance of funds may be granted in the Director's sole discretion. The contents of an application shall comply with all requirements of A.A.C. R8-2-302 to 304 and all other applicable Arizona law. Applications must be submitted timely as provided in A.A.C. R8-2-309 and in this Agreement. The amount of all payments (including both reimbursements and advances) made by the Division to the Applicant under this Agreement will be based upon damage assessment, eligible expenditures to date, the requirements of A.A.C. R8-2-308, 312 and 313, all other applicable Arizona law, and the terms of this Agreement. Subject to the foregoing requirements, partial payments may be processed as work is completed and costs expended. Final payment can be made only after all work is

completed, the work has been inspected by the Division, and claimed costs have been audited as provided by A.A.C. R8-2-316 and 318 and other applicable Arizona law.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds as directed by the Division to ensure compliance with the requirements set forth in A.A.C. R8-2-301 *et seq.* Pursuant to A.A.C. R8-2-310 and R8-2-318, the Applicant shall retain and make available to the Division all financial and program documentation for a minimum of three years. The Division will notify the Applicant, via the Applicant's Authorized Representative, as to when the three year retention begins. Pursuant to A.R.S. 35-214 and 215 and A.A.C. R8-2-318, the Applicant shall include in all contracts with all contractors requirements that (a) all of the contractor's books, accounts, reports, and other records relating to the contract shall be retained by the contractor and shall be subject to inspection and audit by the Division for five years after completion of the contractor's contract, and (b) the contractor shall include in all contracts with all subcontractors and materialmen (and shall require all contractor's subcontractors and materialmen to include in their contracts with their subcontractors and materialmen) the requirement that all of the subcontractor/materialman's books, accounts, reports, and other records relating to the subcontract shall retained by the subcontractor/materialman and shall be subject to inspection and audit by the Division for five years after completion of the contractor's contract.

7. The Applicant shall cooperate with Division personnel in performing interim monitoring and final inspections and audits relating to the project, the project site, and all related documents, per A.A.C. R8-2-301; R8-2-310; R8-2-311(B)(2); R8-2-316; and other applicable law.

8. Regardless of whether or not the Applicant is otherwise exempt from complying with such standards, the Applicant shall comply with and shall ensure that all projects undertaken under this Agreement comply with, all applicable federal and Arizona law (including but not limited to the Arizona Procurement Code [ARS §42-2501 *et seq.*] and A.A.C. R8-2-317) and all current codes and standards, including but not limited to local fire, building, construction, and other similar codes.

9. The Applicant shall comply with any mitigation requirements approved by the Division for repair or replacement projects subject to repeated damages from flooding or other hazards, pursuant to A.A.C. R8-2-314 and all other applicable law.

10. This Agreement shall be construed in accordance with the laws of the State of Arizona. Any litigation regarding this Agreement shall be brought in the Superior Court of Arizona for Maricopa County.

11. The Applicant shall comply with provisions of the Hatch Act (5 USC 7321 *et seq.*) limiting the political activities of state and local public employees.

12. The Applicant must comply, as applicable, with provisions of the Davis-Bacon Act (40

USC 3141 *et seq.*) relating to labor standards.

13. The Applicant shall comply with the flood insurance purchase requirements which may be required by the Arizona Department of Water Resources Floodplain Management Program.

14. If (a) the Applicant is authorized under the Arizona Revised Statutes to enter into a particular "cost-plus-percentage-of-cost contract" notwithstanding ARS § 41-2544, and (b) the Applicant seeks payment of any costs incurred under such contract pursuant to this Agreement, then pursuant to A.A.C. R8-2-313(C)(7), payment of such costs under this Agreement may occur only if the Director determines in writing that the performance of immediate emergency work would be unduly delayed and would likely result in an imminent hazard to health or safety, in which case the Director may authorize an exception in writing. The Applicant may enter into a "cost-reimbursement contract" as defined in ARS § 41-2531 for work to be paid for in whole or in part with funds provided under this Agreement only if the Division determines in advance and in writing that such contract is likely to be less costly than any other type or that it is impracticable to obtain the materials, services or construction required except under such a contract.

15. The Applicant shall not enter into contracts for which payment is contingent upon approval of project or receipt of funds from the Division, including but not limited to funds obtained under this Agreement.

16. In accordance with A.A.C. R8-2-313(B)(8) (excepting as may comply with applicable State law), the Applicant shall not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.

17. The Applicant shall comply with cost sharing requirements for State disaster assistance; specifically, that assistance from the Division is limited to 75% of total eligible costs, as provided by Arizona law, including A.A.C. R8-2-308.

18. The Applicant shall use disaster assistance funds provided under this Agreement solely for the purposes for which these funds are provided and as approved by the Division.

19. The Applicant shall return to the Division, within two months of such request by the Division, any funds not supported by audit or other Division review of documentation maintained by the Applicant as provided by Arizona law, including A.A.C. R8-2-318.

20. The Applicant understands and will abide by the following time limits set by the A.A.C.:

    A. The date shown to the right is the date by which, pursuant to A.A.C. R8-2-309(A), the Applicant must submit to the Division a written list identifying all damages attributed to the declared disaster within 60 days of the date of the Governor's Declaration (the "60-Day List"); any damages identified by the Applicant to

Date

the Division after the 60 days will not be considered for reimbursement under the declared event. The 60-Day List shall be signed by authorized representatives of both the Applicant and the Division within 60 days of the Governor's Declaration; the Division shall retain the right to determine the eligibility of any item on the 60-Day List even after the Applicant and Division representatives have signed the 60-Day List, but the Applicant shall not be allowed to add any new items to the 60-Day List after the date shown to the right.

B. The date shown to the right is six months from the date of the Governor's Declaration and is the date by which, pursuant to A.A.C. R8-2-309(C), the Applicant must begin work on all Emergency Work (eligible work that is performed to reduce or eliminate and immediate threat to life, protect public health and safety, and/or to protect improved property that is threatened in a significant way as a result of the disaster) to be funded in whole or in part through this Agreement. If the Applicant has not begun this work within this time, the Division may demand the return of funds provided under this Agreement and/or withdraw further funding. Date

C. The date shown to the right is six months from the date of the Governor's Declaration and is the date by which, pursuant to A.A.C. R8-2-309(B), the Applicant must provide to the Division all information necessary for the Division's accurate development, review, and approval of project work identified pursuant to A.A.C. R8-2-309(A). Also pursuant to A.A.C. R8-2-309(B), any such information not provided by the Applicant to the Division by this date will not be considered by the Division in determining eligible costs reimbursable under the declared event, with the sole exception of information relating to hidden damages that are discovered only after the work in question has been begun. Date

D. The date shown to the right is twelve months from the Governor's Declaration and is the date by which, pursuant to A.A.C. R8-2-309(C), the Applicant must begin work on all Permanent Work (including [i] work required to restore a damaged facility, through repair or restoration, to its pre-disaster design, function, and capacity in accordance with applicable codes and standards; [ii] improvements approved by the Division pursuant to A.A.C. R8-2-314; and [iii] mitigation of future damages approved by the Division pursuant to A.A.C. R8-2-314, with mitigation defined as any sustained action taken to reduce Date

or eliminate long-term risk to human life and property from a hazard event) to be funded in whole or in part through this Agreement. If the Applicant has not begun this work within this time, the Division may demand the return of funds provided under this Agreement and/or withdraw further funding.

21. Pursuant to A.A.C. R8-2-309, following a disaster proclamation from the Governor, the Division shall adhere to the time limits and provisions set forth in A.A.C. R8-2-309. Accordingly, the Applicant understands and will abide by the following time limits set by the Division:

A. The date shown to the right is the date by which all Emergency Work must be completed. If the Emergency Work has not been completed within this time, as a condition of receiving any further funds under this Agreement, the Applicant must submit to the Division (and have granted by the Division in writing) a written request made in accordance with A.A.C. R8-2-309(D) for an extension of time, which request must show good cause for the requested extension, and must include (a) a timeline for project completion, and (b) all information and documentation necessary for the Division to evaluate Applicant's claim of extenuating circumstances and/or unusual requirements supporting the request. A second extension request will be considered only if there are extenuating circumstances outside the Applicant's ability to control and/or the work in question is near completion. The granting of any extension(s) is within the Division's sole discretion.

Date

B. The date shown to the right is the date by which all Permanent Work must be completed. If the Permanent Work has not been completed within this time, as a condition of receiving any further funds under this Agreement, the Applicant must submit to the Division (and have granted by the Division in writing) a written request made in accordance with A.A.C. R8-2-309(D) for an extension of time, which request must show good cause for the requested extension, and must include (a) a timeline for project completion, and (b) all information and documentation necessary for the Division to evaluate Applicant's claim of extenuating circumstances and/or unusual requirements supporting the request. A second extension request will be considered only if there are extenuating circumstances outside the Applicant's ability to control and/or the work in question is near completion. The granting of any extension(s) is within the Division's sole discretion.

Date

22. None of the provisions of the Agreement may be waived, changed, or altered, except as expressly stated in a writing signed by authorized representatives of both the Applicant and the Division. Not enforcing a particular provision at a particular time is not a waiver of the right to enforce that provision subsequently.

23. Pursuant to ARS 35-154, every payment obligation of the Division under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Division at the end of the period for which funds are available. No liability shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

24. The Applicant and the Division shall direct all communications to each other to the persons designated below; any change in the contact information provided below must be made in a writing provided to the other party and shall not go into effect until such written notice has been provided to the other party:

For the Applicant, the Applicant's Authorized Representative/other Authorized Representative:

NAME OF PERSON
PERSON'S TITLE
PERSON'S PHYSICAL/MAILING ADDRESS
PERSON'S E-MAIL ADDRESS
PERSON'S TELEPHONE NUMBER

For the Division:

NAME OF PERSON
Program Manager
Emergency Management/Public Assistance Branch
Arizona Department of Emergency and Military Affairs (DEMA/EM)
5636 E. McDowell Rd. Bldg# T5516
Phoenix, AZ 85008
(desk) 602-464-6499
Public.Assistance@azdema.gov

25. The requirements of ARS § 38-511 apply to this Agreement. Either party may 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 that party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.

26. Applicant shall comply with Arizona Executive Order 2009-9.

27. Pursuant to ARS 35-393.0.1, a public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. However, the parties recognize that the U.S. District Court for the District of Arizona has entered an injunction barring enforcement of this statute in *Mikkel Jordahl, et al., v. Mark Brnovich, et al.*, No. CV-17-08263-PCT-DJH, and unless and until the District Court's injunction is stayed or lifted, A.R.S. 35-393.01 is unenforceable and neither party can take any action to enforce it.

28. 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 ARS § 12-1518, except as may be required by other applicable statutes.

29. Each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee, and are caused by the act, violation of applicable law, rule, regulation or order, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, invitees, or volunteers.

30. The Applicant shall submit quarterly financial status reports to the Division until the grant ends. Reports are due on October 15 (for the quarter ending the prior September 30); January 15 (for the quarter ending the prior December 31); April 15 (for the quarter ending the prior March 31); and July 15 (for the quarter ending the prior June 30). This initial report may be waived with the express written consent of the Division's Program Manager. Applicant shall further provide the Division with copies of all quarterly, closeout, and all other information as may be required by the Division.

31. Applicant shall submit a final financial status report, any required performance reports, a request to close the program (and any other forms and certifications requested by the Division) to the Division within 90 days of completion of grant activities.

32. Applicant shall ensure in its contracts with any contractors it may hire using any funds provided under this Agreement that such contractors (and any subcontractors or materialmen hired directly or indirectly by or through such contractors) shall be obligated by contract to comply with all applicable State and federal laws and regulations, including but not limited to Arizona Executive Order 2009-9 and ARS §§ 12-1518; 35-154; 35-214 and 215; 38-511; and 41-4401.

33. Applicant shall (i) initiate cash draw-downs only when actually needed for its disbursement; (ii) make timely financial reporting per Division requirements, using the SF269 or equivalent report; and (iii) impose the same standards of timing and amount upon

any secondary recipient, and/or Applicant's contractors and their subcontractors.

34. Applicant assigns to the Division any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Applicant toward fulfillment of this Agreement.

35. Any and all cost overruns must be presented to the Division in writing and must be approved by the Division in writing as a condition of reimbursement.

36. The Applicant accepts full financial responsibility for all work and/or costs for which funding is not approved by the Division.

37. This Agreement shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

38. This Agreement supersedes and replaces all prior disaster assistance agreements, if any, entered into between Applicant and the Division relating to NAME OF THE EVENT.

39. The file number for this Governor's Proclamation is Activity Code XXXXX.

Applicant:

Applicant's Authorized Representative/Other Authorized Representative	Title
Signature	Date

Division:

Name of Division Representative	Title
Signature	Date

10/29/2025

KICK-OFF MEETING POWERPOINT PRESENTATION

15 PAGES

Applicant Briefing

Gila County Flooding
(SD2602)

1

Agency Mission

Department of Emergency and Military Affairs
The Department's mission is to provide military and emergency management capabilities to citizens of Arizona and the Nation

2

Applicant Briefing Agenda

- Program Overview
- Program Eligibility
- Project Worksheet Development
- Special Considerations
- Process and Guidelines

3

Public Assistance Program

- Disaster Recovery Assistance for:
  - Debris Removal
  - Emergency Response/Protective Measures
  - Damages to public infrastructure
- Reimbursement Program
- To help jurisdictions recoup disaster-related costs that are above and beyond their ability to recover without State assistance

own <OR> legal responsibility.

4

Program Eligibility

5

Eligible Building Blocks*

- Applicant
- Facility
- Work
- Cost - Did we follow procurement

*Per A.A.C. R8-2-313(A)

6

Eligible Applicants

- Local governments
  - Counties
  - Incorporated cities or towns
- State government agencies or departments
  - Department of Transportation
  - Department of Public Safety

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Eligible Applicants - Cost Share*

- Political Subdivisions } if Fed Dec this Δ's
  - 75% State Share
  - 25% Applicant Share
- State Agencies
  - 100% State Share

*Per A.A.C. R8-2-308

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Eligible Facility

- Any publicly owned*:
  - Building
  - Works
  - System
  - Equipment, built or manufactured
- Any improved ***and*** maintained natural feature

*Note – Facility must be **owned** by the Applicant or be the **legal responsibility** of the Applicant through legal contract, Memorandum Of Understanding, or Inter-Governmental Agreement. A.A.C. R8-2-313(A)(2)

9

Eligible Work

- Eligibility criteria:
  - Direct result of the declared disaster
  - Located within the designated disaster area
  - Must be the legal responsibility of the applicant
- Three types of eligible work:
  - Debris removal
  - Emergency protective measures
  - Permanent restoration

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Categories of Work

- Emergency Work
  - Category A: Debris Removal
  - Category B: Emergency Protective Measures

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Category A

Category A: Debris Removal

- Must be necessary to:
  - Eliminate threat to lives, public health and safety
  - Eliminate threat to improved property
  - Ensure economic recovery to community
  - Mitigate risk by removing substantially damaged structures
- Debris includes:
  - Trees and woody debris
  - Building components or contents
  - Sand, mud, silt, gravel

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Category A

- Public Property
- Roads
  - To open for emergency access
  - Eligibility restricted on Federal-aid routes
- Natural streams
  - Must pose threat
- Natural open space
  - Not eligible
- Stumps
  - Only under very specific conditions

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Category B

Category B: Emergency Protective Measures

- Must be necessary to:
  - Eliminate immediate threat to life, public health or safety
  - Eliminate or reduce immediate threat of significant damage to improved property

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Categories of Work

- Permanent Work
  - Category C: Roads and Bridges
  - Category D: Water Control Facilities
  - Category E: Buildings and Equipment
  - Category F: Utilities
  - Category G: Parks, Recreational Facilities & other items

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Permanent Work

» Required to restore a damaged facility, through repair* or restoration, in accordance with applicable codes or standards, to its:
- pre-disaster design,
- function, and
- capacity.

*A.A.C. R-8-2-313

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Eligible Costs

» Eligible costs:
- Reasonable and necessary to accomplish the work
- Compliant with State and local procurement procedures*
- Reduced by all applicable credits (insurance / salvage values)

*Note – This is increasingly becoming a finding during audit. Please double check that your procurement process complies with any State requirements and that you are following your established procurement process. A.A.C. R-8-2-313(B)(8)

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Cost Categories

» Labor
» Equipment
» Materials
» Other
- Contracts
- Rented Equipment

18

Labor Costs

- Categories A & B: Emergency Work
  - Force Account OT & Backfill ONLY
- Categories C – G: Permanent Work
  - Force Account Straight Time, OT & Backfill

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Other Costs: Contracts

- Acceptable types*:
- Lump Sum
- Unit Price
- Cost + Fixed Fee
- Time and materials with:
  - Limited period, no more than 70 hours
  - Monitoring
  - Cost Ceiling
  - Competitive process

Unacceptable types:

- **Cost + percentage of cost**
- **"Piggyback contracting"**

**Note - Follow all procurement policies (Local and State)!*

20

Key Contract Points

- Share Approved Scope of Work
- DEMA Awareness and inclusion
- 30-60-90% Drawings if Eng/Design is contracted
- Bid Tabs
- Pre-Bid; Pre-Construction; Change Orders

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Project Worksheet Development

22

Project Worksheets (PW)

- The PW is the tool used to develop projects and is the basis for PA Program funding.
- PW formulation is the process of:
  - Combining associated work into projects.
  - Developing scopes of work and cost estimates for projects.
  - Identifying any special considerations.
- DEMA-EM does not instruct the Applicant on how to fix the damage
- We only enforce policy when it comes to eligibility

23

Damage Description

- Cause and description of damage
  - Description of pre-disaster facility
  - Cause of damage
  - Dimensions and description
- All damaged elements must be clearly defined
  - Quantitative terms with physical dimensions
  - Length, width, depth and capacity

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Scope of Work

- The work should be specified as an action:
  - Quantifiable (length, width, depth, capacity)
  - Descriptive (brick, wood, asphalt) terms.
- Must correspond directly to the damage description.
- Should not be described only as "restore to pre-disaster condition".

"Functioning Capacity"

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Δ in codes + Standards.

Special Considerations

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Special Considerations

- Insurance
- Environmental
- Floodplain
- Historical
- Federal or state laws or regulations that require compliance

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FHWA Program

» Federal Highway Administration Emergency Relief Program assists with road and bridge repair
  - Rural or minor collector routes not included

Jerry James, Asst. State Engineer
602-712-7972 jjames@azdot.gov

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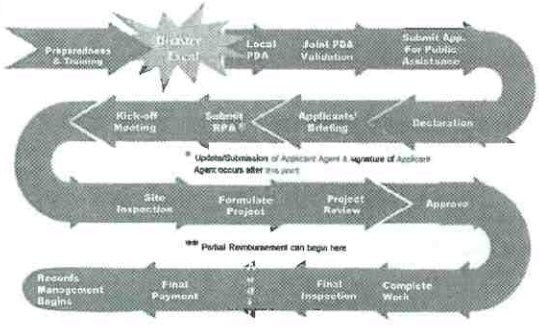
28

Process and Guidelines

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29

Declarations & Initial Operations



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30

PDMG Assignment

- Program Delivery Manager (PDMG)
  - Primary Point Of Contact regarding all Project Worksheets for a single Applicant
  - All questions should be routed through the PDMG
  - Ideally the PDMG will follow the Applicant through the entire process
  - Unresolved issues/problems may then be routed to the Infrastructure Coordinator
  - **Once assigned, your PDMG will contact the person who submitted the RPA and/or the designated Applicant's Authorized Representative (formerly the "Applicant Agent"), in order to set up a Kickoff Meeting**

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31

What Do We Need From You?

- A completed Request for Public Assistance (RPA)
  - This can be filled out and submitted today
- A current Applicant's Authorized Representative (AAR) form on file with DEMA
  - The completed form must be accompanied by the meeting minutes (on letterhead) of the resolution passed before an authority i.e. city council, board of supervisors, etc.
  - Applicants now have the option to add an Applicant's Alternate Authorized Representative, in the event of turn-over or unavailability of the primary AAR. Establishing the AltAAR is HIGHLY recommended, but not required.

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32

What Do We Need From You?

- A signed Applicant Agreement* for this event
  - The Applicant Agreement will mailed to your AAR upon receipt of the RPA.
  - It must be signed and returned for the Director's signature before any reimbursements may occur.
- *A commitment from you, and/or an alternate Point Of Contact, to respond in a timely manner, to any inquiries from DEMA-EM staff in order to effectively and efficiently assist you through the PA process with the goal of maximizing the amount of eligible reimbursement to your organization.*

*Note – This is recently becoming a recurring issue with agreements not being returned.

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Kickoff Meeting

- One-on-One meeting between DEMA-EM and Applicant
- Takes place following Applicant Briefing
- Discuss all potential projects & determine eligibility
- Establish communications
- Start writing project worksheets
- Review supporting documentation

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Quarterly Reports

- All applicants are required to submit a single quarterly report covering all PWs and a brief narrative of their status.
  - Report for Jan 1 thru March 30 – Due April 15th
  - Report for April 1 thru June 30 – Due July 15th
  - Report for July 1 thru September 30 – Due October 15th
  - Report for October 1 thru December 30 – Due January 15th
- Submit your Quarterly report to your PDMG.
- First Quarterly Report Due
  - January 15, 2026

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Final Inspection Report

- Once work is completed for a PW, notify your designated PDMG and request a FIR.
- The FIR is intended to prepare you for a State Audit.
- FIR is comprised of:
  - A physical site inspection of the completed project
  - A review of financial records <u>including supporting documentation</u>
- The FIR will involve a final version of LEMO that captures all eligible ACTUAL expenses.

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Supporting Documentation

- The applicant must maintain ALL documentation for 3 years, *from after final payment for all projects is made to the Applicant*. A.A.C. R8-2-310
- Examples of documentation (but not limited to):
  - LABOR – Timesheets, pay policies, EREs broken out, payroll reports, etc.
  - EQUIPMENT – Vehicle logs, Daily logs, Maintenance records, Equipment Lists, etc.
  - MATERIALS – invoices, receipts, inventory records, etc.
  - OTHER – Proof of Payments, contracts, insurance policies, procurement policies, invoices, receipts, rental agreements, bid packages, change orders, inspection reports, engineering estimates, etc.

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Audit

- A.A.C. Title 8:
  - R8-2-316 states: "Upon completion of all work by an Applicant, the Division shall inspect all the work for which the Applicant has received any funding from the Governor's Emergency Fund. The Applicant shall provide the Division with access to all such work and shall permit review of all records relating to such work. After completion of the final inspection, the Department's chief auditor shall conduct an audit of the Applicant's claims. The Director shall use this audit to determine the eligibility of claimed costs and either the amount of the final payment due to the Applicant, or the amount of the overpayment due from the Applicant to the Division.

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Responsibilities

- Applicant (Subgrantee)
  - Requests assistance
  - Identifies damaged facilities
  - Provides information to support request
  - Maintains documentation (3 years) *from after final payment for all projects is made to the Applicant*. A.A.C. R8-2-310
  - Performs necessary work (repairs, debris, etc.)

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Responsibilities

- State (Grantee)
  - Collects projects and cost data
  - Formulates Project Worksheets
  - Disburses grants to applicants
  - Monitors use of grants by applicants
  - Assists in collecting project and cost data
  - Approves grants and obligates funds

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SD2602 – Gila County Flooding-Time Limits

- Request for Public Assistance (RPA) MUST be received by DEMA-EM by 11/28/2025
- All Projects ***MUST*** be identified to DEMA-EM by 12/28/25 (AKA the "Sixty Day Report")
- Project information ***MUST*** be submitted to DEMA-EM by 03/27/26
- Emergency Work ***MUST*** be completed by 03/27/26
- Permanent Work ***MUST*** be completed by 09/27/26
- First Quarterly Report Due – 01/15/26
  - Governor's Declaration – September 27, 2025
  - Incident Period– September 25-27,2025
  - Kick Off Meeting – October 29, 2025 (scheduled*)

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Resources

- DEMA
  - Recovery Section – Public Assistance
  - Public Assistance Standard Operating Procedures
  - State Admin Plan for State Declarations

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Questions

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Public Assistance Branch Manager

Justin Parks,
PA Regional Manager

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