OFFICE OF THE
BOARD OF SUPERVISORS
198 S. Main Street
Yuma, Arizona 85364

IAN McGAUGHEY
COUNTY ADMINISTRATOR
CLERK OF THE BOARD

MARTIN PORCHAS
DISTRICT 1
JONATHAN W. LINES
DISTRICT 2
DARREN R. SIMMONS
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
LYNNE PANCRAZI
DISTRICT 5

MEETING NOTICE AND AGENDA

Pursuant to Arizona Revised Statutes § 38-431, et seq.
and amendments thereto,
A REGULAR SESSION of the
YUMA COUNTY BOARD OF SUPERVISORS
Also sitting as all SPECIAL TAXING DISTRICTS
Will be held on
MARCH 20, 2023 -- 9:00 A.M.
198 South Main Street, Yuma, Arizona
Board members will attend either in person, by telephone,
or remotely via electronic conferencing.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CALL TO THE PUBLIC:

•Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date. Public comments may be made in person or submitted by email at: publiccomment@yumacountyaz.gov The email forms of public comment will be accepted until 8:00 a.m. the morning of the meeting. All public comments will be read aloud during the Yuma County Board of Supervisors meeting that starts at 9:00 a.m.

PRESENTATIONS, PROCLAMATIONS & APPOINTMENTS: Note: During this segment of the agenda, board members may discuss the presentations and proclamations, and may announce appointments to the Yuma County Planning and Zoning Commission and the Yuma County Board of Adjustment. No legal actions will be taken.

1. Presentation by Dr. Trenschel and members of the Yuma Regional Medical Center (YRMC) executive leadership team to update the Board of Supervisors on YRMC activities.

2. Presentation of *"The County Line"* by Yuma 77, the Yuma County Government Channel.

CONSENT CALENDAR: The following items listed under the Consent Agenda will be considered as a group and acted upon by one motion with no separate discussion, unless a Board Member so requests. In that event, the item will be removed from the Consent Calendar for separate discussion and action.

1. *Assessor: Approve Tax Roll Corrections as listed in batch dated March 20, 2023, pursuant to A.R.S. Title 42, Chapter 16, Article VI. (A full listing of all corrections is in the agenda packet on the web at: https://www.yumacountyaz.gov/government/board-of-supervisors/meetings.)*

2. *Financial Services:* Approve the Accounts Payable Demands disbursed in the amount of $1,255,662.47 and Payroll in the amount of $1,885,030.76 during the period of January 09, 2023 through February 24, 2023. *(A detailed listing is available for review from the agenda packet on the web at: https://www.yumacountyaz.gov/government/board-of-supervisors/meetings.)*

3. *Clerk of the Board:* Approve the following minutes: **a)** February 28, 2023 Work Session, and; **b)** March 6, 2023 Regular Session.

4. *Information Technology Services (ITS):* Approve and authorize the Chairman to sign an Intergovernmental Agreement for the Joint Regional Imagery Consortium Project between Yuma County and the Cities of Yuma, San Luis, Somerton and the Town of Wellton, effective March 20, 2023.

5. *Treasurer:* Per A.R.S. §42-19118, approve Certificate of Clearance No. 23-001, thereby removing taxes due which are considered to be uncollectible.

6. *Sheriff's Office:* **a)** Authorize the Sheriff to accept and sign the grant award from the State of Arizona Department of Emergency and Military Affairs (DEMA) in the amount of $18,472,261.00. These funds will be used towards radio and software upgrades and user fees for the law enforcement members of the Yuma Regional Communication System (YRCS). Funds will also be used to expand and upgrade the current helicopter contract. Expenses and fees associated with the sanitation services that have been placed along the United States/Mexico border are also included in this grant, and; **b)** Authorize the Chairman to sign the Agreement.

7. *Facilities Management:* **a)** Award a bid in the amount of $129,595.96 for the Countywide Access Control Upgrade (CIP 2.2102) equipment, and; **b)** Authorize the Facilities Management Director to enter into the contract with Advent Electric, Inc. as the qualified low responsive/responsible bidding contractor.

8. *Free Library District:* Confirm the appointment of Martha Gonzalez to represent the City of Somerton on the Yuma County Free Library District Board of Trustees, as follows: **a)** Appointment to fill the remainder of Francisco Vasquez's term, effective March 20, 2023 through June 30, 2023 and; **b)** Appointment for a three-year term, effective July 1, 2023, through June 30, 2026.

9. *Recorder/Elections:* As requested by the Yuma County Democratic Party, approve Democratic Precinct Committeemen appointments to fill vacancies for terms that will expire on October 1, 2024.

10. *Public Works:* **a)** Authorize the Department of Public Works to participate in the City of Yuma's Pavement Preservation Services Contract Bid No. 2020-20000153, for an estimated 202,308 square yards of Fog Seal at an estimated cost of $290,000, and; **b)** Authorize the Public Works Director to execute all agreements and financial documents as needed to expedite the contracting process, contingent upon review by legal counsel.

11. *Public Works:* **a)** Authorize the Department of Public Works to participate in the City of Yuma's Pavement Preservation Services Contract Bid No. 2020-20000153, for an estimated 224,353 square yards of Chip Seal at an estimated cost of $900,000, and; **b)** Authorize the Public Works Director to execute all agreements and financial documents as needed to expedite the contracting process, contingent upon review by legal counsel.

12. *Public Works:* Authorize the Public Works Director to purchase two service bodies and two dump bodies for 2022 Ford F550's from Drake Equipment of Arizona, utilizing AZ State contract #CTR063 in an amount not to exceed $117,650.

13. *Superior Court Administrator:* Authorize the Chairman to sign the Fill the Gap application for Fiscal Year 2022-23 in the amount of $197,444.

DISCUSSION AND ACTION ITEMS: The Board will open each of the following items separately for discussion and action, as appropriate.

1. *Human Resources:* Approve the FY 2023-24 Yuma County Employee Benefit Trust Medical Plan and Plan Design Changes, approving:
a) Option H rates to maintain existing contribution strategy and to NOT implement contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18), and;
b) Approve the following plan design changes:
1) Increase PPO Option A Deductible from $900 to $1,100;
2) Increase PPO Option B from $1,200 to $1,400;
3) Increase PPO Option A , OOP Maxes from $4,800 to $5,000. No increase to OOP in Options B and HDHP. Total increase to rates is 4.0%.

DISCUSSION REGARDING LEGISLATIVE ISSUES:

1. *County Administration:* Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.

EVENTS CALENDAR/CURRENT EVENTS:

1. Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

Action to adjourn.

The Board may vote to hold an Executive Session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda, pursuant to Arizona Revised Statute §38-431.03(A)(3).

Persons with disabilities may request reasonable accommodations by contacting Martin Espinoza, Safety Compliance Officer at 928.373.1138 or by email at martin.espinoza@yumacountyaz.gov. Requests should be made as early as possible to allow time to arrange the accommodation.

I hereby certify that this Meeting Notice and Agenda were posted within the 24-hour advance notice, in compliance with the Arizona Open Meeting Law.

ATTEST:

IAN McGAUGHEY
County Administrator/Clerk of the Board

AIR-11985 **Presentations 1.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Update on YRMC

Submitted By: Ian McGaughey **Prepared by:** Annie Rojas

Department: County Administration

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Presentation by Dr. Trenschel and members of the Yuma Regional Medical Center (YRMC) executive leadership team to update the Board of Supervisors on YRMC activities.

2. SUMMARY:

3. RECOMMENDED MOTION:

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 3.13.23

6. COUNTY ADMINISTRATOR:

Fiscal Impact

Attachments

No file(s) attached.

AIR-11976 **Consent Calendar 1.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Tax Roll Corrections

Submitted By: Victoria Clarkson **Prepared by:** Patty Magana

Department: Assessor

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Assessor: Approve Tax Roll Corrections as listed in batch dated March 20, 2023, pursuant to A.R.S. Title 42, Chapter 16, Article VI. (A full listing of all corrections is in the agenda packet on the web at: https://www.yumacountyaz.gov/government/board-of-supervisors/meetings.)

2. SUMMARY:

Tax roll corrections for approval are attached.

3. RECOMMENDED MOTION:

Approve as presented.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 3.8.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey, 3/11/23

Fiscal Impact

Attachments

BOS Meeting Date 03-20-2023

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

Account Tax Year	Parcel Number Tax Roll ID	Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
R0023852 2020	70135086 2020.TRC.1338S2	03/20/2023	Abatement CHANGED LEGAL CLA...	01/30/2023 sholzer	02/23/2023 pmagana	02/27/2023 tholzer		
R0030010 2020	72958128 2020.TRC.1338S4	03/20/2023	Abatement CORRECTED LEGAL C...	01/30/2023 sholzer	02/23/2023 pmagana	02/27/2023 tholzer		
R0050264 2020	63243013 2020.TRC.1324S3	03/20/2023	Abatement TAX ROLL CORRECTI...	01/11/2023 aacosta	02/21/2023 pmagana	02/27/2023 tholzer		
R0080022 2020	71002186 2020.TRC.1338S3	03/20/2023	Abatement CHANGED LAND FROM...	01/30/2023 sholzer	02/21/2023 pmagana	02/27/2023 tholzer		
R0023852 2021	70135086 2021.TRC.1338S2	03/20/2023	Abatement CHANGED LEGAL CLA...	01/30/2023 sholzer	02/23/2023 pmagana	02/27/2023 tholzer		
R0030010 2021	72958128 2021.TRC.1338S4	03/20/2023	Abatement CORRECTED LEGAL C...	01/30/2023 sholzer	02/23/2023 pmagana	02/27/2023 tholzer		
R0050264 2021	63243013 2021.TRC.1324S3	03/20/2023	Abatement TAX ROLL CORRECTI...	01/11/2023 aacosta	02/21/2023 pmagana	02/27/2023 tholzer		
R0080022 2021	71002186 2021.TRC.1338S3	03/20/2023	Abatement CHANGED LAND FROM...	01/30/2023 sholzer	02/21/2023 pmagana	02/27/2023 tholzer		
R0000077 2022	21201033 2022.TRC.1329S9	03/20/2023	Abatement REMOVED 10 ACRES ...	01/19/2023 swillen	02/21/2023 pmagana	02/27/2023 tholzer		
R0010551 2022	19627001 2022.TRC.1329S7	03/20/2023	Abatement REMOVED 20.5 ACRE...	01/19/2023 swillen	02/21/2023 pmagana	02/27/2023 tholzer		
R0017286 2022	69412008 2022.TRC.1327S1	03/20/2023	Abatement TAX ROLL CORRECTI...	01/12/2023 aacosta	02/23/2023 pmagana	02/27/2023 tholzer		
R0023852 2022	70135086 2022.TRC.1338S2	03/20/2023	Abatement CHANGED LEGAL CLA...	01/30/2023 sholzer	02/23/2023 pmagana	02/27/2023 tholzer		

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

Account Tax Year	Parcel Number Tax Roll ID	Hearing Date	Reason Description	Created User ID	Admin User ID	Assessor User ID	Post Correction User ID	Treasurer User ID
R0030010 2022	72958128 2022.TRC.1338S6	03/20/2023	Abatement CORRECTED LEGAL C...	01/30/2023 sholzer	02/23/2023 pmagana	02/27/2023 tholzer		
R0050264 2022	63243013 2022.TRC.1324S5	03/20/2023	Abatement TAX ROLL CORRECTI...	01/11/2023 aacosta	02/21/2023 pmagana	02/27/2023 tholzer		
R0080022 2022	71002186 2022.TRC.1338S5	03/20/2023	Abatement CHANGED LAND FROM...	01/30/2023 sholzer	02/21/2023 pmagana	02/27/2023 tholzer		
R0104132 2023	19613001 2023.TRC.1340S4	03/20/2023	Account Correction CORRECTED LEGAL C...	02/24/2023 rvargas	02/27/2023 pmagana	02/27/2023 tholzer		

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

Value Totals

	LPV			Primary Taxable		
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
01079	477,639	470,111	(7,528)	20,200	19,071	(1,129)
01130	703,649	707,483	3,834	87,679	70,748	(16,931)
01175	120,780	116,000	(4,780)	18,117	17,400	(717)
13000	115,018	95,975	(19,043)	11,502	9,597	(1,905)
13069	177,714	172,953	(4,761)	17,772	17,295	(477)
24057	51,878	51,878	0	7,486	5,189	(2,297)
Total	**1,646,678**	**1,614,400**	**(32,278)**	**162,756**	**139,300**	**(23,456)**

	FCV			Secondary Taxable		
Tax Area	Original	Corrected	Difference	Original	Corrected	Difference
01079	519,690	507,390	(12,300)	20,916	19,071	(1,845)
01130	772,082	772,082	0	96,170	77,207	(18,963)
01175	122,000	116,000	(6,000)	18,300	17,400	(900)
13000	128,260	101,023	(27,237)	12,825	10,102	(2,723)
13069	200,946	172,953	(27,993)	20,095	17,295	(2,800)
24057	52,498	52,498	0	7,575	5,250	(2,325)
Total	**1,795,476**	**1,721,946**	**(73,530)**	**175,881**	**146,325**	**(29,556)**

	LPV			Primary Taxable		
Legal Class	Original	Corrected	Difference	Original	Corrected	Difference
AGRICULTURAL REAL PROPERTY	80,963	80,963	0			
AGRICULTURAL TREE CROPS REAL PROPERTY	268,717	256,409	(12,308)	38,317	36,471	(1,846)
NON-RESIDENT RESIDENTIAL	478,333	396,592	(81,741)	47,834	14,786	(33,048)
OWNER-OCCUPIED PRIMARY RESIDENCE	426,453	880,436	453,983	17,772	88,043	70,271
VACANT LANDS & DEFAULT REAL PROPERTY CLASS	392,212		(392,212)	58,833		(58,833)
Total	**1,646,678**	**1,614,400**	**(32,278)**	**162,756**	**139,300**	**(23,456)**

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

	FCV			Secondary Taxable		
Property Code	Original	Corrected	Difference	Original	Corrected	Difference
AGRICULTURAL REAL PROPERTY	89,757	89,757	0			
AGRICULTURAL TREE CROPS REAL PROPERTY (1212)	216,676	216,676	0	30,621	30,621	0
AGRICULTURAL TREE CROPS REAL PROPERTY	59,500	41,200	(18,300)	8,595	5,850	(2,745)
NON-RESIDENT RESIDENTIAL (1401)	72,050	142,550	70,500	7,205	11,855	4,650
NON-RESIDENT RESIDENTIAL	455,046	286,728	(168,318)	45,503	3,497	(42,006)
OWNER-OCCUPIED PRIMARY RESIDENCE (1301)	64,000	304,850	240,850	4,000	30,485	26,485
OWNER-OCCUPIED PRIMARY RESIDENCE	412,703	640,185	227,482	16,095	64,017	47,922
VACANT LANDS & DEFAULT REAL PROPERTY	311,350		(311,350)	46,703		(46,703)
VACANT LANDS & DEFAULT REAL PROPERTY (2215)	114,394		(114,394)	17,159		(17,159)
Total	**1,795,476**	**1,721,946**	**(73,530)**	**175,881**	**146,325**	**(29,556)**

	LPV			Primary Taxable		
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
ANTELOPE UNION ADDITIONAL ASSISTANCE	51,878	51,878	0	7,486	5,189	(2,297)
ANTELOPE UNION DEBT SERVICE	51,878	51,878	0	7,486	5,189	(2,297)
ANTELOPE UNION HIGH BUDGET OVERRIDE	51,878	51,878	0	7,486	5,189	(2,297)
ANTELOPE UNION M&O	51,878	51,878	0	7,486	5,189	(2,297)
ARIZONA WESTERN BUDGET OVERRIDE	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
ARIZONA WESTERN M&O	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
ARIZONA WESTERN UNEXPENDED PLANT	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
AWC DEBT SERVICE SERIES 2014	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
AWC DEBT SERVICE SERIES 2014A	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

	LPV			Primary Taxable		
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
AWC DEBT SERVICE SERIES 2016	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
CITY OF YUMA BUDGET OVERRIDE	298,494	288,953	(9,541)	35,889	34,695	(1,194)
CITY OF YUMA DEBT SERVICE	298,494	288,953	(9,541)	35,889	34,695	(1,194)
CITY OF YUMA PRIMARY	298,494	288,953	(9,541)	35,889	34,695	(1,194)
COUNTY FIRE DISTRICT ASSISTANCE	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
COUNTY FLOOD CONTROL DISTRICT	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
CRANE ELEMENTARY ADDITIONAL ASSISTANCE	292,732	268,928	(23,804)	29,274	26,892	(2,382)
CRANE ELEMENTARY ADJACENT WAYS	292,732	268,928	(23,804)	29,274	26,892	(2,382)
CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	292,732	268,928	(23,804)	29,274	26,892	(2,382)
CRANE ELEMENTARY BUDGET OVERRIDE	292,732	268,928	(23,804)	29,274	26,892	(2,382)
CRANE ELEMENTARY DEBT SERVICE	292,732	268,928	(23,804)	29,274	26,892	(2,382)
CRANE ELEMENTARY M&O	292,732	268,928	(23,804)	29,274	26,892	(2,382)
FLOOD ZONE #1 (YUMA VALLEY)	292,732	268,928	(23,804)	29,274	26,892	(2,382)
S.T.E.D.Y. ADDITIONAL ASSISTANCE	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
S.T.E.D.Y. M&O	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
S.T.E.D.Y. SECONDARY	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
STATE AID TO EDUCATION	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
TOWN OF WELLTON BUDGET OVERRIDE	51,878	51,878	0	7,486	5,189	(2,297)
TOWN OF WELLTON DEBT SERVICE	51,878	51,878	0	7,486	5,189	(2,297)
TOWN OF WELLTON PRIMARY	51,878	51,878	0	7,486	5,189	(2,297)
WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	51,878	51,878	0	7,486	5,189	(2,297)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

	LPV			Primary Taxable		
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
WELLTON ELEMENTARY BUDGET OVERRIDE	51,878	51,878	0	7,486	5,189	(2,297)
WELLTON ELEMENTARY DEBT SERVICE	51,878	51,878	0	7,486	5,189	(2,297)
WELLTON ELEMENTARY M&O	51,878	51,878	0	7,486	5,189	(2,297)
YUMA COUNTY BUDGET OVERRIDE	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
YUMA COUNTY DEBT SERVICE	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
YUMA COUNTY HOSPITAL DISTRICT	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
YUMA COUNTY LIBRARY DISTRICT	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
YUMA COUNTY PEST ABATEMENT DISTRICT	776,133	759,064	(17,069)	56,089	53,766	(2,323)
YUMA COUNTY PRIMARY	1,646,678	1,614,400	(32,278)	162,756	139,300	(23,456)
YUMA ELEMENTARY ADDITIONAL ASSISTANCE	1,302,068	1,293,594	(8,474)	125,996	107,219	(18,777)
YUMA ELEMENTARY ADJACENT WAYS	1,302,068	1,293,594	(8,474)	125,996	107,219	(18,777)
YUMA ELEMENTARY BUDGET OVERRIDE	1,302,068	1,293,594	(8,474)	125,996	107,219	(18,777)
YUMA ELEMENTARY DEBT SERVICE	1,302,068	1,293,594	(8,474)	125,996	107,219	(18,777)
YUMA ELEMENTARY M&O	1,302,068	1,293,594	(8,474)	125,996	107,219	(18,777)
YUMA UNION ADDITIONAL ASSISTANCE	1,594,800	1,562,522	(32,278)	155,270	134,111	(21,159)
YUMA UNION ADJACENT WAYS	1,594,800	1,562,522	(32,278)	155,270	134,111	(21,159)
YUMA UNION BUDGET OVERRIDE	1,594,800	1,562,522	(32,278)	155,270	134,111	(21,159)
YUMA UNION DEBT SERVICE	1,594,800	1,562,522	(32,278)	155,270	134,111	(21,159)
YUMA UNION M&O	1,594,800	1,562,522	(32,278)	155,270	134,111	(21,159)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

	FCV			Secondary Taxable		
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
ANTELOPE UNION ADDITIONAL ASSISTANCE	52,498	52,498	0	7,575	5,250	(2,325)
ANTELOPE UNION DEBT SERVICE	52,498	52,498	0	7,575	5,250	(2,325)
ANTELOPE UNION HIGH BUDGET OVERRIDE	52,498	52,498	0	7,575	5,250	(2,325)
ANTELOPE UNION M&O	52,498	52,498	0	7,575	5,250	(2,325)
ARIZONA WESTERN BUDGET OVERRIDE	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
ARIZONA WESTERN M&O	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
ARIZONA WESTERN UNEXPENDED PLANT	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
AWC DEBT SERVICE SERIES 2014	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
AWC DEBT SERVICE SERIES 2014A	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
AWC DEBT SERVICE SERIES 2016	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
CITY OF YUMA BUDGET OVERRIDE	322,946	288,953	(33,993)	38,395	34,695	(3,700)
CITY OF YUMA DEBT SERVICE	322,946	288,953	(33,993)	38,395	34,695	(3,700)
CITY OF YUMA PRIMARY	322,946	288,953	(33,993)	38,395	34,695	(3,700)
COUNTY FIRE DISTRICT ASSISTANCE	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
COUNTY FLOOD CONTROL DISTRICT	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
CRANE ELEMENTARY ADDITIONAL ASSISTANCE	329,206	273,976	(55,230)	32,920	27,397	(5,523)
CRANE ELEMENTARY ADJACENT WAYS	329,206	273,976	(55,230)	32,920	27,397	(5,523)
CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	329,206	273,976	(55,230)	32,920	27,397	(5,523)
CRANE ELEMENTARY BUDGET OVERRIDE	329,206	273,976	(55,230)	32,920	27,397	(5,523)
CRANE ELEMENTARY DEBT SERVICE	329,206	273,976	(55,230)	32,920	27,397	(5,523)
CRANE ELEMENTARY M&O	329,206	273,976	(55,230)	32,920	27,397	(5,523)
FLOOD ZONE #1 (YUMA VALLEY)	329,206	273,976	(55,230)	32,920	27,397	(5,523)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

	FCV			Secondary Taxable		
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
S.T.E.D.Y. ADDITIONAL ASSISTANCE	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
S.T.E.D.Y. M&O	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
S.T.E.D.Y. SECONDARY	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
STATE AID TO EDUCATION	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
TOWN OF WELLTON BUDGET OVERRIDE	52,498	52,498	0	7,575	5,250	(2,325)
TOWN OF WELLTON DEBT SERVICE	52,498	52,498	0	7,575	5,250	(2,325)
TOWN OF WELLTON PRIMARY	52,498	52,498	0	7,575	5,250	(2,325)
WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	52,498	52,498	0	7,575	5,250	(2,325)
WELLTON ELEMENTARY BUDGET OVERRIDE	52,498	52,498	0	7,575	5,250	(2,325)
WELLTON ELEMENTARY DEBT SERVICE	52,498	52,498	0	7,575	5,250	(2,325)
WELLTON ELEMENTARY M&O	52,498	52,498	0	7,575	5,250	(2,325)
YUMA COUNTY BUDGET OVERRIDE	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
YUMA COUNTY DEBT SERVICE	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
YUMA COUNTY HOSPITAL DISTRICT	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
YUMA COUNTY LIBRARY DISTRICT	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
YUMA COUNTY PEST ABATEMENT DISTRICT	842,636	796,343	(46,293)	59,311	53,766	(5,545)
YUMA COUNTY PRIMARY	1,795,476	1,721,946	(73,530)	175,881	146,325	(29,556)
YUMA ELEMENTARY ADDITIONAL ASSISTANCE	1,413,772	1,395,472	(18,300)	135,386	113,678	(21,708)
YUMA ELEMENTARY ADJACENT WAYS	1,413,772	1,395,472	(18,300)	135,386	113,678	(21,708)
YUMA ELEMENTARY BUDGET OVERRIDE	1,413,772	1,395,472	(18,300)	135,386	113,678	(21,708)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

	FCV			Secondary Taxable		
Tax Authority	Original	Corrected	Difference	Original	Corrected	Difference
YUMA ELEMENTARY DEBT SERVICE	1,413,772	1,395,472	(18,300)	135,386	113,678	(21,708)
YUMA ELEMENTARY M&O	1,413,772	1,395,472	(18,300)	135,386	113,678	(21,708)
YUMA UNION ADDITIONAL ASSISTANCE	1,742,978	1,669,448	(73,530)	168,306	141,075	(27,231)
YUMA UNION ADJACENT WAYS	1,742,978	1,669,448	(73,530)	168,306	141,075	(27,231)
YUMA UNION BUDGET OVERRIDE	1,742,978	1,669,448	(73,530)	168,306	141,075	(27,231)
YUMA UNION DEBT SERVICE	1,742,978	1,669,448	(73,530)	168,306	141,075	(27,231)
YUMA UNION M&O	1,742,978	1,669,448	(73,530)	168,306	141,075	(27,231)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

Tax Totals

Tax Area	Original	Corrected	Difference
(1970901)	1,719.00	1,170.00	(549.00)
2890301	33.92	33.92	0.00
01079	2,161.36	2,040.52	(120.84)
01130	9,736.72	6,650.80	(3,085.92)
01175	2,335.80	2,243.36	(92.44)
13000	1,352.40	1,131.96	(220.44)
13069	2,065.16	2,009.76	(55.40)
24057	835.08	578.92	(256.16)
Total	**20,239.44**	**15,859.24**	**(4,380.20)**

Tax Type	Original	Corrected	Difference
Ad Valorem	18,486.52	14,655.32	(3,831.20)
Special Assessment	1,752.92	1,203.92	(549.00)
Total	**20,239.44**	**15,859.24**	**(4,380.20)**

Tax Authority	Original	Corrected	Difference
0200001 - YUMA COUNTY PRIMARY	4,082.25	3,493.87	(588.38)
0200002 - STATE AID TO EDUCATION	300.58	242.59	(57.99)
0415301 - TOWN OF WELLTON PRIMARY	0.00	0.00	0.00
0415401 - CITY OF YUMA PRIMARY	787.04	760.86	(26.18)
0500101 - YUMA ELEMENTARY M&O	2,350.98	1,394.04	(956.94)
0500102 - YUMA ELEMENTARY ADDITIONAL ASSISTANCE	134.78	114.07	(20.71)
0500104 - YUMA ELEMENTARY ADJACENT WAYS	0.00	0.00	0.00
0501301 - CRANE ELEMENTARY M&O	343.98	306.87	(37.11)
0501302 - CRANE ELEMENTARY ADDITIONAL ASSISTANCE	40.24	36.81	(3.43)
0501304 - CRANE ELEMENTARY ADJACENT WAYS	0.00	0.00	0.00
0502401 - WELLTON ELEMENTARY M&O	163.53	113.36	(50.17)

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

Tax Authority	Original	Corrected	Difference
0502402 - WELLTON ELEMENTARY ADDITIONAL ASSISTANCE	11.19	7.76	(3.43)
0610101 - ANTELOPE UNION M&O	159.01	110.24	(48.77)
0610102 - ANTELOPE UNION ADDITIONAL ASSISTANCE	4.94	3.43	(1.51)
0610301 - YUMA UNION M&O	2,532.64	1,563.56	(969.08)
0610302 - YUMA UNION ADDITIONAL ASSISTANCE	241.35	207.26	(34.09)
0610304 - YUMA UNION ADJACENT WAYS	162.49	140.73	(21.76)
0815001 - ARIZONA WESTERN M&O	3,464.09	2,963.12	(500.97)
0815002 - ARIZONA WESTERN UNEXPENDED PLANT	0.00	0.00	0.00
1069901 - YUMA COUNTY HOSPITAL DISTRICT	109.03	94.11	(14.92)
1190001 - COUNTY FIRE DISTRICT ASSISTANCE	6.50	5.58	(0.92)
1490001 - YUMA COUNTY LIBRARY DISTRICT	1,102.24	942.89	(159.35)
1490002 - YUMA COUNTY LIBRARY DISTRICT - DEBT SERVICE	354.80	303.04	(51.76)
1582601 - FLOOD ZONE #1 (YUMA VALLEY)	0.00	0.00	0.00
1582901 - COUNTY FLOOD CONTROL DISTRICT	318.20	269.60	(48.60)
1970901 - YUMA COUNTY CITRUS PEST CONTROL DIST	1,719.00	1,170.00	(549.00)
1971001 - YUMA COUNTY PEST ABATEMENT DISTRICT	100.96	96.78	(4.18)
2890301 - AVENUE B & C COLONIA	33.92	33.92	0.00
3000101 - S.T.E.D.Y. M&O	66.23	56.90	(9.33)
3000102 - S.T.E.D.Y. ADDITIONAL ASSISTANCE	15.67	13.19	(2.48)
5200001 - YUMA COUNTY BUDGET OVERRIDE	0.00	0.00	0.00
5415301 - TOWN OF WELLTON BUDGET OVERRIDE	0.00	0.00	0.00
5415401 - CITY OF YUMA BUDGET OVERRIDE	0.00	0.00	0.00
5500101 - YUMA ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5501301 - CRANE ELEMENTARY BUDGET OVERRIDE (5501301)	0.00	0.00	0.00
5501302 - CRANE ELEMENTARY BUDGET OVERRIDE	165.10	151.60	(13.50)
5502401 - WELLTON ELEMENTARY BUDGET OVERRIDE	0.00	0.00	0.00
5610101 - ANTELOPE UNION HIGH BUDGET OVERRIDE	0.00	0.00	0.00

Tax Roll Correction Summary

Yuma County Assessor

Hearing Date from 03/20/2023 to 03/20/2023

Tax Authority	Original	Corrected	Difference
5610301 - YUMA UNION BUDGET OVERRIDE	0.00	0.00	0.00
5815001 - ARIZONA WESTERN BUDGET OVERRIDE	0.00	0.00	0.00
6200001 - YUMA COUNTY DEBT SERVICE	0.00	0.00	0.00
6415301 - TOWN OF WELLTON DEBT SERVICE	0.00	0.00	0.00
6415401 - CITY OF YUMA DEBT SERVICE	0.00	0.00	0.00
6815006 - AWC DEBT SERVICE SERIES 2014	390.16	333.26	(56.90)
6815007 - AWC DEBT SERVICE SERIES 2014A	69.11	59.04	(10.07)
6815008 - AWC DEBT SERVICE SERIES 2016	38.43	32.80	(5.63)
7500101 - YUMA ELEMENTARY DEBT SERVICE	360.76	306.82	(53.94)
7501301 - CRANE ELEMENTARY DEBT SERVICE	103.92	95.30	(8.62)
7502401 - WELLTON ELEMENTARY DEBT SERVICE	0.00	0.00	0.00
7610101 - ANTELOPE UNION DEBT SERVICE	11.64	8.07	(3.57)
7610301 - YUMA UNION DEBT SERVICE	494.68	427.77	(66.91)
9000101 - S.T.E.D.Y. SECONDARY	0.00	0.00	0.00
Total	**20,239.44**	**15,859.24**	**(4,380.20)**

AIR-11982 **Consent Calendar 2.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Accounts Payable Demands

Submitted By: Gilberto Villegas **Prepared by:** Leslie Lopez

Department: Financial Services

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Financial Services: Approve the Accounts Payable Demands disbursed in the amount of $1,255,662.47 and Payroll in the amount of $1,885,030.76 during the period of January 09, 2023 through February 24, 2023. *(A detailed listing is available for review from the agenda packet on the web at: https://www.yumacountyaz.gov/government/board-of-supervisors/meetings.)*

2. SUMMARY:

The listings detail vendor demands disbursed as authorized by various departments for the period of January 09, 2023 through February 24, 2023.

3. RECOMMENDED MOTION:

Approve the Accounts Payable Demands disbursed in the amount of $1,255,662.47 and Payroll in the amount of $1,885,030.76 during the period of January 09, 2023 through February 24, 2023.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 3.8.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey, 3/11/23

Fiscal Impact

Attachments

Signature Form

Accounts Payable-1

Housing-1

Housing-2

Yuma County

On February 24, 2023 total Accounts Payable Warrants (56135252-56135411),and Payroll Warrants (55541764-55541770) and Housing (31411-31438, 80836-80847) and AP E-Payments (8188-8215)

DATE	TYPE	WARRANTS TOTAL	
2/15/2023	Accounts Payable	1,197,172.38	56135252-56135411
2/24/2023	Payroll	1,885,030.76	55541764-55541770
	Housing		
2/9/2023	AP'S Checks	115,550.91	31411-31427
2/22/2023	AP'S Checks	77,392.01	31428-31438
2/9/2023	Sec 8 Checks	4,621.00	80836-80844
2/22/2023	Sec 8 Checks	1,693.00	80845-80847
2/17/2023	AP E-Payments	58,490.09	8188-8215
	TOTAL	3,339,950.15	

Jonathan W. Lines _____

Marco (Tony) Reyes _____

Darren R. Simmons _____

Lynne Pancrazi _____

Martin Porchas _____

Attest:

_____

IAN McGAUGHEY
County Administrator/Clerk of Board
Yuma County, Arizona

Payables Payment Register

Report Date 2/17/23 1:14 PM

YUMA PL

Report Parameters			
Business Unit	YUMA COUNTY BU		
From Payment Date	2/13/23	**To Payment Date**	2/17/23
Display Supplier Address	No		
Payment Type	All		

Payables Payment Register

Report Date 2/17/23 1:14 PM

YUMA PL

Bank JP Morgan Chase
Bank Account Name AP Vendor E-Payments
Payment Currency USD
Payment Document AP Vendor E-Pay

Branch Yuma-021000021
Bank Account Currency USD

Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
8188	2/17/23	Arizona Public Service	ERAP	1,957.37			Negotiable
8189	2/17/23	Delta Dental Plan of Arizona Inc	EFT - PAYROLL USE ONL	28,038.48			Negotiable
8190	2/17/23	EM Hale Law PLLC	EFT - PO BOX 2137	3,032.00			Negotiable
8191	2/17/23	Fernando Estrada Counseling Services LL	YUMA, AZ	7,440.00			Negotiable
8192	2/17/23	Fricke, Kelly L	OFFICE	308.00			Negotiable
8193	2/17/23	Gradillas, Arthur W	EFT - OFFICE	27.74			Negotiable
8194	2/17/23	Hengstebeck, Elizabeth M	OFFICE	300.00			Negotiable
8195	2/17/23	Hernandez Garcia, Imar A	OFFICE	39.85			Negotiable
8196	2/17/23	Julie M McDonald PC	EFT - 202 SOUTH FIRS	2,500.00			Negotiable
8197	2/17/23	Morales, Anissa M	OFFICE	13.87			Negotiable
8198	2/17/23	Post, Matthew T	OFFICE	39.85			Negotiable
8199	2/17/23	Sevier, Dennis R	OFFICE	370.00			Negotiable
8200	2/17/23	Solorzano, Julian C	OFFICE	13.87			Negotiable
8201	2/17/23	Two Tails Aquatics & Tank Maintenance	1731 SOUTH NAPL	150.00			Negotiable
8202	2/17/23	Fruth Group	EFT - 3220 E. HARBOUR	535.67			Negotiable
8203	2/17/23	Gilmore Real Estate & Management LLC	181 S Orange Ave	800.00			Negotiable
8204	2/17/23	Sandra B Griffin	EFT - 2855 S 4th Avenue Ste 106	24.18			Negotiable
8205	2/17/23	FCR Properties LLC	1996 W. 13th Lane	23.98			Negotiable
8206	2/17/23	Esparza, Maria H.	EFT - Office	65.63			Negotiable
8207	2/17/23	Reiner, Gabriel	EFT - Office	132.64			Negotiable
8208	2/17/23	Mitchell Schonfeld	EFT - 4512 S. Old Mill Road	6,550.00			Negotiable
8209	2/17/23	Santana Law Firm	EFT - P.O. Box 6096	600.00			Negotiable
8210	2/17/23	Gary Saxon	EFT - OFFICE	64.02			Negotiable

Bank JP Morgan Chase
Branch Yuma-021000021
Bank Account Name AP Vendor E-Payments
Bank Account Currency USD
Payment Currency USD

8211	2/17/23	Arizona Supreme Court	1501 W. Washington Suite 105	2,892.40			Negotiable
8212	2/17/23	Amelia Rodriguez	EFT - 14829 E 54th St	7.98			Negotiable
8213	2/17/23	ADP, INC	EFT - PO Box 842875	806.28			Negotiable
8214	2/17/23	Magda Trujillo	EFT - 20 CALLE EL VIG	950.00			Negotiable
8215	2/17/23	ADP, INC	EFT - PO Box 842875	806.28			Negotiable

Total for Payment AP Vendor E-Pay	58,490.09	0.00
Total for Payment Currency USD	58,490.09	0.00

Payables Payment Register

Report Date 2/17/23 1:14 PM

YUMA PL

Bank JP Morgan Chase
Bank Account Name Main Operating Account
Payment Currency USD
Payment Document Warrants 81

Branch Yuma-122100024
Bank Account Currency USD

Payment Number	Date	Supplier or Party Name	Supplier Site	Amount	Cleared Date	Cleared Amount	Status
56135252	2/15/23	Bankcard Center	SALT LAKE CITY	122,117.46			Negotiable
56135253	2/15/23	Bankcard Center	SALT LAKE CITY	33,681.73			Negotiable
56135254	2/15/23	Bankcard Center	SALT LAKE CITY	195,436.38			Negotiable
56135255	2/15/23	Bankcard Center	SALT LAKE CITY	12,098.40			Negotiable
56135256	2/15/23	Bankcard Center	SALT LAKE CITY	800.70			Negotiable
56135257	2/15/23	Accountable Healthcare Staffing, Inc.	PO Box 732800	6,358.00			Negotiable
56135258	2/15/23	Achieve Enterprise Services	3250 A EAST 40TH	94.15			Negotiable
56135259	2/15/23	Altura Communication Solutions	1335 South Acacia Ave.	6,086.06			Negotiable
56135260	2/15/23	Angelica Diaz de Leon	8245 E OLIVIE ANN	706.25			Negotiable
56135261	2/15/23	Arizona Counties Insurance Pool	PHOENIX AZ	3,014.48			Negotiable
56135262	2/15/23	Arizona Department of Economic Security	DES Unemployment Tax	4,154.47			Negotiable
56135263	2/15/23	Arizona Department of Public Safety	PO Box 18430	19.00			Negotiable
56135264	2/15/23	Arizona Department of Revenue	Elizabeth Perez	335.00			Negotiable
56135265	2/15/23	Arizona Department of Revenue	Elizabeth Perez	335.00			Negotiable
56135266	2/15/23	Arizona Medical Waste LLC	3017 N ROCKWELL	80.41			Negotiable
56135267	2/15/23	Arizona Public Service	ID PO BOX 37812	11,286.96			Negotiable
56135268	2/15/23	Arizona Public Service	PO Box 37812	9,873.92			Negotiable
56135269	2/15/23	ASPC - Inmate Supervision	PO Box 8909	2,461.60			Negotiable
56135270	2/15/23	ASPC - Yuma Inmate Labor	PO Box 8909	211.50			Negotiable
56135271	2/15/23	AT&T Mobility LLC	PO BOX 5085	3,241.26			Negotiable
56135272	2/15/23	Attenti US Inc.	PO Box 850001	723.20			Negotiable
56135273	2/15/23	Availity LLC	5555 GATE PARKW	20.00			Negotiable
56135274	2/15/23	Baker And Taylor Inc	ATLANTA, GA	6,915.01			Negotiable

Bank JP Morgan Chase **Branch** Yuma-122100024

Bank Account Name Main Operating Account **Bank Account Currency** USD

Payment Currency USD

56135275	2/15/23	BI Inc	PO Box 654409	2,327.92			Negotiable
56135276	2/15/23	Bingham Auto and Truck Parts	1655 S COUNTRY	418.22			Negotiable
56135277	2/15/23	Blackstone Publishing	PO BOX 21539	1,701.53			Negotiable
56135278	2/15/23	BLT Asphalt LLC	PO BOX 6486	1,336.58			Negotiable
56135279	2/15/23	Brocks Little Acres R.V. Park	2554 W 16th St PMB #225	3,341.18			Negotiable
56135280	2/15/23	Bruce Yancey	836 W 35TH STREET	2,000.00			Negotiable
56135281	2/15/23	Bryan Garcia	9276 E Armada Dr	44.36			Negotiable
56135282	2/15/23	C and D Disposal	BOX 7096	385.26			Negotiable
56135283	2/15/23	Caballeros de Yuma Inc	P.O. BOX 5987	635.00			Negotiable
56135284	2/15/23	Cardinal Health 110, LLC	PO Box 56412	387.76			Negotiable
56135285	2/15/23	CDW Government Inc	CHICAGO, IL	68.91			Negotiable
56135286	2/15/23	Center for Disease Detection LLC	11603 CROSSWIND	1,400.80			Negotiable
56135287	2/15/23	CenturyLink	PO BOX 91155	1,002.69			Negotiable
56135288	2/15/23	Charter Communications	PO BOX 60074	13,190.80			Negotiable
56135289	2/15/23	Charter Communications	PO BOX 60074	243.36			Negotiable
56135290	2/15/23	Chicago Title Insurance Company, Yuma T	170 WEST 16TH S	347.00			Negotiable
56135291	2/15/23	City of San Luis	POLICE DEPT	19.90			Negotiable
56135292	2/15/23	City of Somerton	POLICE DEPT	0.09			Negotiable
56135293	2/15/23	City of Yuma	POLICE - MAIN	39.12			Negotiable
56135294	2/15/23	City of Yuma	UTILITIES ERAP	221.76			Negotiable
56135295	2/15/23	City of Yuma	UTILITIES	36.28			Negotiable
56135296	2/15/23	City of Yuma	UTILITIES	1,466.36			Negotiable
56135297	2/15/23	Civil Account Sheriff	141 S. Third Avenue	32.00			Negotiable
56135298	2/15/23	Clara Tamayo	22232 N. Mark Lane	40.80			Negotiable
56135299	2/15/23	Continental Flooring Company	SCOTTSDALE, AZ	20,531.04			Negotiable
56135300	2/15/23	Contract Pharmacy Services	125 Titus Ave	25,480.80			Negotiable
56135301	2/15/23	Copper State Bolt and Nut Company	PO BOX 29650 De	199.50			Negotiable
56135302	2/15/23	Coremr LC	PO BOX 702	1,603.00			Negotiable
56135303	2/15/23	Corina I Ruiz	980 S MAGNOLIA	4,650.00			Negotiable

Bank JP Morgan Chase
Branch Yuma-122100024
Bank Account Name Main Operating Account
Bank Account Currency USD
Payment Currency USD

56135304	2/15/23	Corina I Ruiz	980 S MAGNOLIA	705.00			Negotiable
56135305	2/15/23	Corina I Ruiz	980 S MAGNOLIA	3,925.00			Negotiable
56135306	2/15/23	County of Yuma	PC YCSO	911.72			Negotiable
56135307	2/15/23	County of Yuma	PC YCSO	50.43			Negotiable
56135308	2/15/23	County of Yuma	JUV CRT PC - IG	56.37			Negotiable
56135309	2/15/23	County of Yuma	LEGAL DEFEN P/C	140.17			Negotiable
56135310	2/15/23	County of Yuma	JV BANK FEE IG	317.00			Negotiable
56135311	2/15/23	Crafco Inc	BIRMINGHAM, AL	2,657.50			Negotiable
56135312	2/15/23	CRM of America LLC	1301 DOVE ST	23,544.68			Negotiable
56135313	2/15/23	CuraLinc LLC	314 W SUPERIOR	1,897.20			Negotiable
56135314	2/15/23	Dahl Robins and Associates	YUMA, AZ	19,710.00			Negotiable
56135315	2/15/23	Dennis R Wong DMD PC	2241 S AVENUE A	79.00			Negotiable
56135316	2/15/23	Desert Water Store Inc	YUMA, AZ	65.04			Negotiable
56135317	2/15/23	DPair Development LLC	PO BOX 2988	0.90			Negotiable
56135318	2/15/23	DPair Development LLC	PO BOX 2988	32,251.20			Negotiable
56135319	2/15/23	Eva M Norton	P.O. Box 1714	23.78			Negotiable
56135320	2/15/23	Express Scripts Inc	21653 NETWORK P	151,133.95			Negotiable
56135321	2/15/23	Foothills Utilities	13157 E 44th St	182.98			Negotiable
56135322	2/15/23	Francisca Topete and Carlos Guzman	P.O. Box 5844	24.18			Negotiable
56135323	2/15/23	Francisco Ortega	1702 S 11th Ave	3,550.00			Negotiable
56135324	2/15/23	FRSecure LLC	6550 York Ave S Ste 500	6,100.00			Negotiable
56135325	2/15/23	Hidden Valley Strength & Conditioning	3535 W County 14th Street	960.00			Negotiable
56135326	2/15/23	Housing Authority of The City of Yuma	420 S MADISON A	1,484.49			Negotiable
56135327	2/15/23	Icela Fuentes	267 E. Palo Verde Street	31.56			Negotiable
56135328	2/15/23	Inclusion Solutions LLC	2000 GREENLEAF	3,670.44			Negotiable
56135329	2/15/23	Ingram Library Services	SAINT LOUIS, MO	854.59			Negotiable
56135330	2/15/23	Ivan S Cortez	PO BOX 873	6,155.00			Negotiable
56135331	2/15/23	Jennifer Morse	14248 N 71st Ave	160.00			Negotiable

Bank JP Morgan Chase
Branch Yuma-122100024
Bank Account Name Main Operating Account
Bank Account Currency USD
Payment Currency USD

56135332	2/15/23	Jerry W Cook	1309 W PARKWAY	125.00			Negotiable
56135333	2/15/23	Kalil Bottling Company	TUCSON, AZ	1,093.50			Negotiable
56135334	2/15/23	Kanopy	PO Box 72357	908.00			Negotiable
56135335	2/15/23	Keller and Heckman LLP	1001 G Street, NW, Suite 500W	5,775.00			Negotiable
56135336	2/15/23	Kutak Rock LLP	PO Box 30057	10,326.10			Negotiable
56135337	2/15/23	Language Line Services Inc	DALLAS TX	104.09			Negotiable
56135338	2/15/23	Law Office of Scott M Clark PC	4222 E Thomas Rd Suite #230	36.00			Negotiable
56135339	2/15/23	Lazy 8 MHP, LLC	2301 S 4th Avenue	6,773.38			Negotiable
56135340	2/15/23	Leah Luella Pauls	P.O. Box 188	52.80			Negotiable
56135341	2/15/23	Luxury Electrical Services LLC	1234 S 10TH AVE	425.00			Negotiable
56135342	2/15/23	Matt Fischer Realtor LLC	2755 S. 4th Avenue Ste 100	3,635.00			Negotiable
56135343	2/15/23	Matthew J Jacbos	PO Box 51411	800.00			Negotiable
56135344	2/15/23	Medline Industries	DEPT LA 21558	984.45			Negotiable
56135345	2/15/23	Midwest Tape	P.O. Box 715733	8,422.85			Negotiable
56135346	2/15/23	Monster Media LLC	949 AVENUE B	592.00			Negotiable
56135347	2/15/23	Nancy Ngai	43535 W. Sansom Dr.	850.00			Negotiable
56135348	2/15/23	Nazar Matte	2550 S Virginia Drive	32.36			Negotiable
56135349	2/15/23	New Technical Solutions Inc	CHULA VISTA,CA	9,105.52			Negotiable
56135350	2/15/23	Northend Auto Parts Inc	PO BOX 648	1,545.21			Negotiable
56135351	2/15/23	Over Drive Inc	PO BOX 72117	3,701.77			Negotiable
56135352	2/15/23	Pacific Office Automation Inc	14747 NW GREENB	59.13			Negotiable
56135353	2/15/23	Pinal County Arizona	PO BOX 2728	8,262.00			Negotiable
56135354	2/15/23	Pinnacle Medical Group AZ PC	4343 E 31ST PLACE	4,000.00			Negotiable
56135355	2/15/23	Pioneer Title Agency Inc	350 W. 16th Street	125.00			Negotiable
56135356	2/15/23	Pitney Bowes Inc	PO Box 981039	287.92			Negotiable
56135357	2/15/23	Polar Cooling	2734 E. 14TH ST	406.00			Negotiable
56135358	2/15/23	Precision Electric Company Inc	DEPT LA 23592	1,158.23			Negotiable

Payables Payment Register

Report Date 2/17/23 1:14 PM

YUMA PL

Bank JP Morgan Chase
Branch Yuma-122100024
Bank Account Name Main Operating Account
Bank Account Currency USD
Payment Currency USD

56135359	2/15/23	Quadient Finance USA Inc	PO BOX 6813	399.68			Negotiable
56135360	2/15/23	Quadient Leasing USA Inc	PO BOX 123682 D	1,140.74			Negotiable
56135361	2/15/23	Quadient, Inc.	Dept 3689	29.57			Negotiable
56135362	2/15/23	Ricoh USA Inc	PO BOX 31001	103.85			Negotiable
56135363	2/15/23	Rimon Hirmiz	2540 Sawgrass Street	7.98			Negotiable
56135364	2/15/23	River Ranch Mobile Home Park	PO BOX 128	6,913.80			Negotiable
56135365	2/15/23	River Ranch Mobile Home Park	PO BOX 128	8.18			Negotiable
56135366	2/15/23	Robert E Ramsay	2651 W Nicole Lane	3,780.00			Negotiable
56135367	2/15/23	Robert J Moody Appraisers	224 MADISON AVE	2,380.00			Negotiable
56135368	2/15/23	Robert L Campbell Structural Engineer P	200 E 16TH ST	2,100.00			Negotiable
56135369	2/15/23	Ryberto Investments LLC	1700 S 1ST AVEN	90.50			Negotiable
56135370	2/15/23	Segal	PO BOX 4070	5,750.00			Negotiable
56135371	2/15/23	Sellers Petroleum	PO BOX 747	20,344.15			Negotiable
56135372	2/15/23	Shrader Realty and Associates	2450 S. 4th Avenue Suite 119	32.16			Negotiable
56135373	2/15/23	Simply Mobile X Ray Inc	3661 W 12TH LAN	1,759.38			Negotiable
56135374	2/15/23	Southwest Gas Corporation	PO BOX 1498	39.27			Negotiable
56135375	2/15/23	Southwest Gas Corporation	PO BOX 1498	101.64			Negotiable
56135376	2/15/23	Southwest Gas Corporation	PO BOX 1498	575.73			Negotiable
56135377	2/15/23	Southwest Gas Corporation	PO BOX 1498	136.03			Negotiable
56135378	2/15/23	Southwest Gas Corporation	PO BOX 1498	17.09			Negotiable
56135379	2/15/23	Southwest Service Administrators Inc	W UNION HILLS	4,139.29			Negotiable
56135380	2/15/23	Sparkletts	PO BOX 660579	636.88			Negotiable
56135381	2/15/23	Staples	PO Box 660409	746.73			Negotiable
56135382	2/15/23	Starkweather Roofing, Inc.	29455 N Cave Creek Rd, Ste 118-631	54,693.75			Negotiable
56135383	2/15/23	State of Arizona -	AHCCCS	110,425.00			Negotiable
56135384	2/15/23	T3AZ LLC	1700 S 1ST AVEN	156.04			Negotiable
56135385	2/15/23	Telephone Central LLC	YUMA, AZ	180.00			Negotiable

Bank JP Morgan Chase
Branch Yuma-122100024
Bank Account Name Main Operating Account
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56135386	2/15/23	Terminix of Yuma	EL CENTRO, CA	480.00			Negotiable
56135387	2/15/23	The University of Arizona	PO BOX 41867	9,836.97			Negotiable
56135388	2/15/23	Timothy Arthur Godfrey	1071 S. Dora Avenue	31.96			Negotiable
56135389	2/15/23	Town of Wellton	WELLTON, AZ	78.48			Negotiable
56135390	2/15/23	Trinity Services Group Inc	PO BOX 748399	64,926.66			Negotiable
56135391	2/15/23	UniFirst Corporation	PO Box 650481	45.47			Negotiable
56135392	2/15/23	Valley Mobile Village	560 N Somerton Ave #28	3,105.00			Negotiable
56135393	2/15/23	Valley Mobile Village	560 N Somerton Ave #28	2,250.00			Negotiable
56135394	2/15/23	Verizon	DALLAS TX	101.62			Negotiable
56135395	2/15/23	Virginia Manor LLC	1700 S 1ST AVEN	8.78			Negotiable
56135396	2/15/23	Walmart	HEALTH DEPT	47.75			Negotiable
56135397	2/15/23	Wellpath LLC	PO BOX 842750	26,111.55			Negotiable
56135398	2/15/23	West Group	CAROL STREAM IL	2,612.73			Negotiable
56135399	2/15/23	Western Sky Aviation LLC	7305 E Greenway Road	24,750.00			Negotiable
56135400	2/15/23	Westmoor Electric Inc	YUMA, AZ	4,220.00			Negotiable
56135401	2/15/23	YCMIK PLLC	1325 W 16th Street Suite 4	1,443.00			Negotiable
56135402	2/15/23	Yuma Attorney Service LLC	227 S 2nd Avenue, Suite A	950.00			Negotiable
56135403	2/15/23	Yuma County Housing Department	2050 W MAIN ST	916.00			Negotiable
56135404	2/15/23	Yuma Mortuary and Crematory	775 S 5TH AVE	1,275.00			Negotiable
56135405	2/15/23	Yuma Office Rental LLC	1700 S 1st Avenue Ste 200	24.58			Negotiable
56135406	2/15/23	Yuma Regional Medical Center	PO BOX 975559	912.31			Negotiable
56135407	2/15/23	Yuma Regional Medical Center	PO Box 650534	1,470.63			Negotiable
56135408	2/15/23	Yuma Sun Inc	2055 SOUTH ARIZ	1,134.00			Negotiable
56135409	2/15/23	Yuma Sun Inc	PO BOX 271	221.76			Negotiable
56135410	2/15/23	Yuma Winnelson Company	PO BOX 709	83.24			Negotiable

Payables Payment Register

Report Date 2/17/23 1:14 PM

YUMA PL

Bank JP Morgan Chase
Branch Yuma-122100024
Bank Account Name Main Operating Account
Bank Account Currency USD
Payment Currency USD

56135411	2/15/23	Zona Law Group PC	7701 E Indian School Rd Ste J	16.00			Negotiable

Total for Payment Warrants 81	1,197,172.38	0.00
Total for Payment Currency USD	1,197,172.38	0.00

Report Count 188

End of Report

YUMA COUNTY HOUSING DEPARTMENT
LIST OF DEMANDS/VENDORS SENT TO FINANCE FOR BOARD OF SUPERVISORS

DATE OF DEMAND RUN	DESCRIPTION	AMOUNT	COPIES RECEIVED BY	DATE	FOR AIR FORMS DUE ON
02/09/22	Sec 8 checks	$4,621.00			
02/09/23	AP's checks	$115,550.91			

Please return this form with signature of receiver to Angelica Diaz of Yuma County Housing /Finance Department.

OFFICE OF THE
YUMA COUNTY HOUSING DEPARTMENT
2050 WEST MAIN STREET, SUITE #88
SOMERTON, ARIZONA 85350-2534
PHONE (928) 304-7333 TDD 1-800-545-1833 Ext. 705 FAX (928) 304-7334

JESUS ROLDAN
DIRECTOR

TO: Gilbert Villegas, Chief Financial Officer

FROM: Jesus Roldan, Housing Director JR

SUBJECT: Housing Department A/P Checks

DATE: February 9, 2023.

Attached is a check batch print-out for your review and approval.

Sec 8 Checks:
Sec 8 Checks #80836 - #80844 = 9 (No alignments or voided checks) $4,621.00

Ap's Checks:
Checks #31411 - #31427= 17 (No alignments or voided checks) $115,550.91

Approved for Payment Vickie Amos Date 2-13-23

EQUAL HOUSING OPPORTUNITY

AP Check Register

2/9/2023 11:41:17 AM

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
102094	AUTOINVC 26287 2302	02/10/23	LIBERTY PROPERTIES & ASSOC	7 01 1111.11 0		$1,300.00	
			LLUVIA MARQUEZ	7 01 4715.1 5	$1,300.00		
				Check		$1,300.00	80836
100846	AUTOINVC 21194 2302	02/10/23	BIENSTAR APARTMENTS	7 01 1111.11 0		$402.00	
			ELSA N SANCHEZ	7 01 4715.1 5	$402.00		
				Check		$402.00	80837
102731	AUTOINVC 20358U2302	02/10/23	BRACAMONTES, MONICA	7 01 1111.11 0		$779.00	
			MARIA I LIERA DE LOYOL	7 01 4715.1 5	$779.00		
				Check		$779.00	80838
102879	AUTOINVC 23574 2302	02/10/23	CDB VALLEY VIEW APARTMENTS LP	7 01 1111.11 0		$558.00	
			CINDY A IBARRA	7 01 1129.P 0	$558.00		
				Check		$558.00	80839
102883	AUTOINVC 22892 2302	02/10/23	HABOSHI LLC	7 01 1111.11 0		$714.00	
			MARIA ARAGON	7 01 4715.1 5	$714.00		
				Check		$714.00	80840
20358	UTILINVC 20358 2302	02/10/23	LIERA DE LOYOLMARIA I	7 01 1111.11 0		$126.00	
			MARIA I LIERA DE LOYOL	7 01 4715.4 5	$126.00		
				Check		$126.00	80841
17782	UTILINVC 17782U2302	02/10/23	MARTINEZ JOANNA	7 01 1111.11 0		$143.00	
			JOANNA MARTINEZ	7 01 4715.4 5	$143.00		
				Check		$143.00	80842
101808	AUTOINVC 25067 2302	02/10/23	PRIETO, MARTIN LOPEZ	7 01 1111.11 0		$539.00	
			CARLOS GAMIZ	7 01 4715.1 5	$539.00		
				Check		$539.00	80843
101767	AUTOINVC 26355 2302	02/10/23	RAMCE INC dba: RAXI REALTY	7 01 1111.11 0		$60.00	
			INDELISA VALENCIA FLORE	7 01 4715.1 5	$60.00		
				Check		$60.00	80844

Total Accounting Distribution:

7	01	1111.11	0		$4,621.00
7	01	1129.P	0	$558.00	
7	01	4715.1	5	$3,794.00	
7	01	4715.4	5	$269.00	
PHA / Proj: 7	01		Totals:	$4,621.00	$4,621.00
PHA: 7			Totals:	$4,621.00	$4,621.00
			Totals:	$4,621.00	$4,621.00

AP Check Register

Yuma County Housing Dept

2/9/2023 10:56:40 AM

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
100215	0842260000JAN23	02/10/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$474.27	
			Electricity	1 01 4320 5	$213.42		
			7301 Electricity	2 00 4320 5	$71.14		
			Office Rent & Utilities	7 01 4180 5	$189.71		
100215	1300700000JAN23	02/10/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$75.75	
			Electricity	1 01 4320 5	$75.75		
100215	1844701000JAN23	02/10/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$43.61	
			7301 Electricity	2 00 4320 5	$43.61		
100215	2705540000JAN23	02/10/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$61.87	
			Electricity	1 01 4320 5	$61.87		
100215	3153010000JAN23	02/10/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$127.91	
			Electricity	1 01 4320 5	$127.91		
100215	3707090000JAN23	02/10/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$91.56	
			Electricity	1 01 4320 5	$91.56		
100215	4292270000FEB23	02/10/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$83.14	
			Electricity	1 01 4320 5	$83.14		
100215	7522750000FEB23	02/10/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$804.09	
			Electricity	1 01 4320 5	$804.09		
				Check		$1,762.20	31411
102787	IN1323081	02/10/23	CARAHSOFT TECHNOLOGY CORP	1 01 1111.11 0		$3,147.82	
			FSS - Other Sundry Expense	1 00 4190.18 5	$786.96		
			Administrative Contracts	1 01 4190.19 5	$944.35		
			Administrative Contracts	7 01 4190.19 5	$629.55		
			Other Sundry Expense-FSS	7 08 4190.18 5	$786.96		
				Check		$3,147.82	31412
100214	6153-001FEB23	02/10/23	CITY OF SAN LUIS	1 01 1111.11 0		$2,048.93	
			Water	1 01 4310 5	$816.18		
			Sewage Disposal	1 01 4390 5	$1,232.75		
100214	6154-001FEB23	02/10/23	CITY OF SAN LUIS	1 01 1111.11 0		$2,121.55	
			Water	1 01 4310 5	$840.90		
			Sewage Disposal	1 01 4390 5	$1,280.65		
				Check		$4,170.48	31413
100422	8.4500.00FEB23	02/10/23	CITY OF SOMERTON	1 01 1111.11 0		$6,551.57	
			Water	1 01 4310 5	$2,248.90		
			Sewage Disposal	1 01 4390 5	$4,302.67		
				Check		$6,551.57	31414
100375	196450-001FEB23	02/10/23	CITY OF YUMA - CUST SERVICE	1 01 1111.11 0		$846.11	
			Water	1 01 4310 5	$412.01		
			Sewage Disposal	1 01 4390 5	$434.10		
100375	196460-001FEB23	02/10/23	CITY OF YUMA - CUST SERVICE	1 01 1111.11 0		$720.80	
			Water	1 01 4310 5	$421.25		
			Sewage Disposal	1 01 4390 5	$299.55		
				Check		$1,566.91	31415
102473	18615	02/10/23	CLEAN SWEEP SERVICES, LLC	1 01 1111.11 0		$180.00	
			Contract Costs	1 01 4430 5	$180.00		
102473	18700	02/10/23	CLEAN SWEEP SERVICES, LLC	1 01 1111.11 0		$135.00	
			Contract Costs	1 01 4430 5	$135.00		
102473	18701	02/10/23	CLEAN SWEEP SERVICES, LLC	1 01 1111.11 0		$285.00	
			Contract Costs	1 01 4430 5	$285.00		
				Check		$600.00	31416
100254	109468	02/10/23	HOPPSTETTERS OFFICE CITY	1 01 1111.11 0		$73.50	
			FSS Forms & Office Supplies	1 00 4190.17 5	$7.35		
			Contract Costs - Office Equip Mtn	1 01 4430.05 5	$33.07		
			Maint & Operations-Office Equipment	7 01 4400.02 5	$25.73		
			Forms & Office Supplies - FSS	7 08 4190.17 5	$7.35		

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
100254	109516	02/10/23	HOPPSTETTERS OFFICE CITY	1 01 1111.11 0		$73.60	
			FSS Forms & Office Supplies	1 00 4190.17 5	$7.36		
			Contract Costs - Office Equip Mtn	1 01 4430.05 5	$33.12		
			Maint & Operations-Office Equipment	7 01 4400.02 5	$25.76		
			Forms & Office Supplies - FSS	7 08 4190.17 5	$7.36		
				Check		$147.10	31417
100522	FSSESCROW2302	02/10/23	LOW RENT FSS ESCROW ACCT	1 01 1111.11 0		$13,403.00	
			Dwelling Rental - FSS Escrow	1 01 3110.1 5	$13,403.00		
				Check		$13,403.00	31418
102800	MRIUS1320856	02/10/23	MRI SOFTWARE LLC	1 01 1111.11 0		$900.00	
			Staff Training - FSS	1 00 4140 5	$450.00		
			Staff Training - FSS	7 08 4140 5	$450.00		
102800	MRIUS1321743	02/10/23	MRI SOFTWARE LLC	1 01 1111.11 0		$241.00	
			FSS Forms & Office Supplies	1 00 4190.17 5	$24.10		
			Forms & Office Supplies	1 01 4190.17 5	$108.45		
			Forms & Office Supplies	7 01 4190.17 5	$84.35		
			Forms & Office Supplies - FSS	7 08 4190.17 5	$24.10		
102800	MRIUS1333713	02/10/23	MRI SOFTWARE LLC	1 01 1111.11 0		$484.98	
			FSS - Other Sundry Expense	1 00 4190.18 5	$48.50		
			Administrative Contracts	1 01 4190.19 5	$218.24		
			Administrative Contracts	7 01 4190.19 5	$169.74		
			Other Sundry Expense-FSS	7 08 4190.18 5	$48.50		
				Check		$1,625.98	31419
102648	PSA17	02/10/23	NEIGHBORHOOD PLUMBING OF YUMA	1 01 1111.11 0		$3,250.00	
			Contract Costs	1 01 4430 5	$3,250.00		
				Check		$3,250.00	31420
101933	0466-002376222	02/10/23	REPUBLIC SERVICES	1 01 1111.11 0		$2,045.19	
			Garbage and Trash Collection	1 01 4431 5	$2,045.19		
101933	0466-002376225	02/10/23	REPUBLIC SERVICES	1 01 1111.11 0		$962.45	
			Garbage and Trash Collection	1 01 4431 5	$962.45		
101933	0466-002376226	02/10/23	REPUBLIC SERVICES	1 01 1111.11 0		$698.38	
			Garbage and Trash Collection	1 01 4431 5	$698.38		
				Check		$3,706.02	31421
100521	SEC8VOESCROW2302	02/10/23	SEC8 VOUCH FSS ESCROW ACCT	1 01 1111.11 0		$15,692.00	
			HAP Payments - FSS Escrow - Sec 8	7 01 4719 5	$15,692.00		
				Check		$15,692.00	31422
101446	12376	02/10/23	THE WINDOOR SHOP	1 01 1111.11 0		$109.76	
			Other Income	1 01 3690 5	$109.76		
				Check		$109.76	31423
102318	9925868737JAN23	02/10/23	VERIZON WIRELESS	1 01 1111.11 0		$399.15	
			Telephone	1 01 4190.13 5	$358.25		
			Telephone	7 01 4190.13 5	$40.90		
				Check		$399.15	31424
100009	81479248	02/10/23	WAXIE SANITARY SUPPLY	1 01 1111.11 0		$2,144.26	
			Cleaning Supplies-Dwelling	1 01 4420.1 5	$2,144.26		
				Check		$2,144.26	31425
100304	PETTYCASH020823	02/10/23	Petty Cash/Elizabeth Huerta Nunez	1 01 1111.11 0		$23.83	
			Plumbing Supplies	1 01 4420.4 5	$23.83		
				Check		$23.83	31426

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
100454	352-HO	02/10/23	YUMA CTY BOARD OF SUPERVISORS	1 01 1111.11 0		$8,950.77	
			A/P - Yuma County PCard	7 01 2119.93 0	$637.42		
			A/P - County (AMEX Invoices)	1 01 2119.93 0	$971.26		
			A/P - Yuma County PCard	7 01 2119.93 0	$2,332.05		
			A/P - County (AMEX Invoices)	1 01 2119.93 0	$4,979.86		
			A/P - COUNTY (PCard)	2 00 2119.94 0	$30.18		
100454	PAYROLL_PPE21JAN23	02/10/23	YUMA CTY BOARD OF SUPERVISORS	1 01 1111.11 0		$48,300.06	
			Prepaid Salaries	1 01 1290.1 0	$26,684.09		
			Prepaid Salaries	7 01 1290.1 0	$18,457.97		
			Prepaid Salaries	2 00 1290.1 0	$3,158.00		
				Check		$57,250.83	31427

Total Accounting Distribution:

1	00	4140	5	$450.00	
1	00	4190.17	5	$38.81	
1	00	4190.18	5	$835.46	
PHA / Proj: 1	00		Totals:	$1,324.27	$0.00
1	01	1111.11	0		$115,550.91
1	01	1290.1	0	$26,684.09	
1	01	2119.93	0	$5,951.12	
1	01	3110.1	5	$13,403.00	
1	01	3690	5	$109.76	
1	01	4190.13	5	$358.25	
1	01	4190.17	5	$108.45	
1	01	4190.19	5	$1,162.59	
1	01	4310	5	$4,739.24	
1	01	4320	5	$1,457.74	
1	01	4390	5	$7,549.72	
1	01	4420.1	5	$2,144.26	
1	01	4420.4	5	$23.83	
1	01	4430	5	$3,850.00	
1	01	4430.05	5	$66.19	
1	01	4431	5	$3,706.02	
PHA / Proj: 1	01		Totals:	$71,314.26	$115,550.91
PHA: 1			Totals:	$72,638.53	$115,550.91
2	00	1290.1	0	$3,158.00	
2	00	2119.94	0	$30.18	
2	00	4320	5	$114.75	
PHA / Proj: 2	00		Totals:	$3,302.93	$0.00
PHA: 2			Totals:	$3,302.93	$0.00
7	01	1290.1	0	$18,457.97	
7	01	2119.93	0	$2,969.47	
7	01	4180	5	$189.71	
7	01	4190.13	5	$40.90	
7	01	4190.17	5	$84.35	
7	01	4190.19	5	$799.29	
7	01	4400.02	5	$51.49	
7	01	4719	5	$15,692.00	
PHA / Proj: 7	01		Totals:	$38,285.18	$0.00
7	08	4140	5	$450.00	
7	08	4190.17	5	$38.81	
7	08	4190.18	5	$835.46	
PHA / Proj: 7	08		Totals:	$1,324.27	$0.00
PHA: 7			Totals:	$39,609.45	$0.00
			Totals:	$115,550.91	$115,550.91

YUMA COUNTY HOUSING DEPARTMENT
LIST OF DEMANDS/VENDORS SENT TO FINANCE FOR BOARD OF SUPERVISORS

DATE OF DEMAND RUN	DESCRIPTION	AMOUNT	COPIES RECEIVED BY	DATE	FOR AIR FORMS DUE ON
02/24/22	Sec 8 checks	$1,693.00			
02/24/23	AP's checks	$77,392.01			

Please return this form with signature of receiver to Angelica Diaz of Yuma County Housing /Finance Department.

OFFICE OF THE
YUMA COUNTY HOUSING DEPARTMENT
2050 WEST MAIN STREET, SUITE #88
SOMERTON, ARIZONA 85350-2534
PHONE (928) 304-7333 TDD 1-800-545-1833 Ext. 705 FAX (928) 304-7334

JESUS ROLDAN
DIRECTOR

TO: Gilbert Villegas, Chief Financial Officer

FROM: Jesus Roldan, Housing Director

SUBJECT: Housing Department A/P Checks

DATE: February 22, 2023.

Attached is a check batch print-out for your review and approval.

Sec 8 Checks:
Sec 8 Checks #80845 - #80847 = 3 (No alignments or voided checks) $1,693.00

Ap's Checks:
Checks #31428 - #31438= 11 (No alignments or voided checks) $77,392.01

Approved for Payment _____ Date 2-23-23

EQUAL HOUSING OPPORTUNITY

AP Check Register

2/22/2023 9:04:40 AM

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
102527	AUTOINVC 18023 2302	02/24/23	AV REALTY LLC	7 01 1111.11 0		$1,163.00	
			MYRNA L FIORES	7 01 4715.1 5	$1,163.00		
				Check		$1,163.00	80845
102884	AUTOINVC 14508 2303	02/24/23	CASTRO, ISMAEL	7 01 1111.11 0		$482.00	
			ANTHONY G CORNETT	7 01 1129.P 0	$482.00		
				Check		$482.00	80846
101767	AUTOINVC 26355U2302	02/24/23	RAMCE INC dba: RAXI REALTY	7 01 1111.11 0		$48.00	
			INDELISA VALENCIA FLORE	7 01 4715.1 5	$48.00		
				Check		$48.00	80847

Total Accounting Distribution:

7	01	1111.11	0		$1,693.00
7	01	1129.P	0	$482.00	
7	01	4715.1	5	$1,211.00	
PHA / Proj: 7	01		Totals:	$1,693.00	$1,693.00
PHA: 7			Totals:	$1,693.00	$1,693.00
			Totals:	$1,693.00	$1,693.00

AP Check Register

2/22/2023 9:50:58 AM

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code	Debits	Credits	Check Number
100215	6552931000FEB23	02/24/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$291.51	
			Electricity	1 01 4320 5	$291.51		
100215	8889870000FEB23	02/24/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$798.52	
			Electricity	1 01 4320 5	$359.33		
			7301 Electricity	2 00 4320 5	$119.78		
			Office Rent & Utilities	7 01 4180 5	$319.41		
100215	9881421000FEB23	02/24/23	ARIZONA PUBLIC SERVICE	1 01 1111.11 0		$256.10	
			Electricity	1 01 4320 5	$256.10		
				Check		$1,346.13	31428
102792	759564	02/24/23	Diamond Brooks Bottled Waters	1 01 1111.11 0		$31.50	
			Office Water	1 01 4190.22 5	$17.32		
			Office Water	7 01 4190.22 5	$14.18		
				Check		$31.50	31429
21952	FINALDISBURSEMENT	02/24/23	HERRERA SAUCEDILSE	1 01 1111.11 0		$10,415.86	
			FSS Escrow - Sec 8 Voucher	7 01 2182 0	$10,415.86		
				Check		$10,415.86	31430
102885	886746	02/24/23	JUNCO APPLIANCES	1 01 1111.11 0		$160.00	
			Repairs and Maint Supplies	1 01 4420 5	$160.00		
				Check		$160.00	31431
102514	00049024	02/24/23	LG PAINT STORE	1 01 1111.11 0		$1,623.26	
			Paint and Paint Supplies	1 01 4420.3 5	$1,623.26		
				Check		$1,623.26	31432
24930	FINALDISBURSEMENT	02/24/23	MALDONADO ROGELIO J	1 01 1111.11 0		$3,433.09	
			FSS Escrow	1 01 2180 0	$3,433.09		
				Check		$3,433.09	31433
11302	FINALDISBURSEMENT	02/24/23	MENDEZ ANGUIANOLGA L	1 01 1111.11 0		$20,713.16	
			FSS Escrow	1 01 2180 0	$20,713.16		
				Check		$20,713.16	31434
100207	JAN2023	02/24/23	SOUTHWEST GAS CORP.	1 01 1111.11 0		$30.90	
			Gas	1 01 4330 5	$30.90		
				Check		$30.90	31435
22942	4THEARLYPARTIALDISB	02/24/23	TORNERO MAGANAMARIA DE JESUS	1 01 1111.11 0		$957.50	
			FSS Escrow - Sec 8 Voucher	7 01 2182 0	$957.50		
				Check		$957.50	31436
102842	100643	02/24/23	VALENZUELA'S TREE AND LAWN CARE	1 01 1111.11 0		$3,400.00	
			Contract Cost - Mowing	1 01 4430.12 5	$3,400.00		
				Check		$3,400.00	31437
100454	PAYROLL_PPE04FEB23	02/24/23	YUMA CTY BOARD OF SUPERVISORS	1 01 1111.11 0		$35,280.61	
			Prepaid Salaries	1 01 1290.1 0	$19,855.69		
			Prepaid Salaries	7 01 1290.1 0	$12,952.93		
			Prepaid Salaries	2 00 1290.1 0	$2,471.99		
				Check		$35,280.61	31438

Total Accounting Distribution:

AP Check Register

Yuma County Housing Dept

Vend. Ten.#	Invoice Number	Due Date	Payee Name	Accounting Distribution PHA/Proj/Account/Code				Debits	Credits	Check Number
				1	01	1111.11	0		$77,392.01	
				1	01	1290.1	0	$19,855.69		
				1	01	2180	0	$24,146.25		
				1	01	4190.22	5	$17.32		
				1	01	4320	5	$906.94		
				1	01	4330	5	$30.90		
				1	01	4420	5	$160.00		
				1	01	4420.3	5	$1,623.26		
				1	01	4430.12	5	$3,400.00		
				PHA / Proj: 1	01		Totals:	$50,140.36	$77,392.01	
				PHA: 1			Totals:	$50,140.36	$77,392.01	
				2	00	1290.1	0	$2,471.99		
				2	00	4320	5	$119.78		
				PHA / Proj: 2	00		Totals:	$2,591.77	$0.00	
				PHA: 2			Totals:	$2,591.77	$0.00	
				7	01	1290.1	0	$12,952.93		
				7	01	2182	0	$11,373.36		
				7	01	4180	5	$319.41		
				7	01	4190.22	5	$14.18		
				PHA / Proj: 7	01		Totals:	$24,659.88	$0.00	
				PHA: 7			Totals:	$24,659.88	$0.00	
							Totals:	$77,392.01	$77,392.01	

AIR-11933 **Consent Calendar 3.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Minutes Approval: February 28, 2023 Work Session; March 6, 2023 Regular Session

Submitted By: Ian McGaughey **Prepared by:** Sherri Piccione

Department: County Administrator/Clerk of Board

Special District:

Strategic Pillar: Effective Governance
Operational Excellence

Information

1. REQUESTED BOARD ACTION:

Clerk of the Board: Approve the following minutes: **a)** February 28, 2023 Work Session, and; **b)** March 6, 2023 Regular Session.

2. SUMMARY:

3. RECOMMENDED MOTION:

Approve as presented the minutes for the February 28, 2023 Work Session and March 6, 2023 Regular Session.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 02.17.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/17/23

Fiscal Impact

Attachments

02-28-23 WS Final

03-06-23 R Final

The Yuma County Board of Supervisors met in a Special Work Session Retreat on February 28, 2023. The meeting was held at the Yuma County Main Library, 2951 S. 21st Drive, Yuma, Arizona.

CALL TO ORDER: At 9:00 a.m. the Chairman convened the Board of Supervisors in open session, also sitting as the board of directors of all special taxing districts where noted. Supervisors present were: Martin Porchas; Marco A. (Tony) Reyes; Lynne Pancrazi; Darren Simmons and Jonathan Lines.

Others present were: County Administrator Ian McGaughey; Deputy County Administrator Joshua Scott; County Attorney Jon Smith; Chief Civil Deputy County Attorney Bill Kerekes; Human Resources Director Felicia Frausto; Chief Financial Officer Gilberto Villegas, Jr.; Budget Director Tony Struck; Budget Manager Lucia Gomez; Employee Benefits Coordinator Karla Vasquez; Juvenile Justice Center Director Ed Gilligan; Chief Information Officer Clif Summers; Deputy Chief Information Officer Jesus Cervantes; Risk Management Specialist Robyn Pouquette; Library District Director Lisa Mendez; Deputy Library Director Ashley Jones; Facilities Management Director Tiffany Anderson: Development Services Director Craig Sellers; Deputy Development Services Director George Amaya; Housing Director Jesus Roldan; Recorder Richard Colwell; Deputy Recorder Nohyra Madsen; Public Defender Ray Hanna; Engineer Frank Sanchez; Victim Services Director Eva Salazar; Public Fiduciary Claudia Ramirez; Treasurer Angela Moreno; Deputy Treasurer Vanessa Valenzuela; Deputy Human Resources Director Jessica Rodriguez; Interim Elections Director Kika Guzman; Clerk of Superior Court Lynn Fazz; Chief Deputy Clerk Bobbie Jo Daily; Justice Court Administrator Martin Mendez; Judge David Haws; Emergency Management Director Tony Badilla; School Superintendent Tom Hurt; Deputy School Superintendent Elizabeth Valenzuela; Captain Jason Amon; Chief Eben Bratcher; Captain Kelly Milner; Administrative Support Coordinator Barbara Villaneda; Administrative Technician Marycruz Calvert; Budget Analyst I Giuzel Thomas; Budget Technician Greta Castro; Deputy Clerk/Executive Assistant Christy Isbell; and Deputy Clerk/Executive Assistant Desarae Doten.

The Pledge of Allegiance was led by Supervisor Lines.

CALL TO THE PUBLIC: There were no public comments.

REVIEW OF THE AGENDA & RETREAT SCHEDULE

Mr. McGaughey welcomed everyone and thanked the Budget Review Team (BRT) for all of their hard work preparing for today's meeting.

Supervisor Reyes asked for information about the members of the BRT. Mr. McGaughey explained it is comprised of the County Administrator, Deputy County Administrator, Human Resources Director, Finance Director, Budget Director and Budget Manager. The BRT works together to review all of the decision packages by scoring them appropriately. Mr. McGaughey noted there have been discussions about expanding the team to include a department head or elected official.

DISCUSSION AGENDA: Discussion and possible action on the following items:

No. 1: Economic Outlook, Historical Budget and Financial Information - *Tony Struck*

- ***General Fund, Jail District Fund, Library District Fund, Health District Fund, Flood Control District Fund***

Mr. Struck provided a PowerPoint presentation. Some of the topics covered were economic indicators, major tax revenues, expenditures, fund balances and property taxes.

No. 2: FY 2022/23 Mid-Year Financial Review, *Gil Villegas*

Mr. Villegas provided a PowerPoint presentation, which contained the mid-year review for the General Fund and Main Districts Operations Funds. He reported County revenues are performing better than expected and are projected to finish the year 7% more than budgeted. Also, personnel is trending low, similar to last year around this time, and he expected a reversion of 6.7% close to 4 million dollars.

Supervisor Reyes suggested apprenticeship programs to show people that Yuma County is a good place to work. Supervisor Pancrazi echoed his comments and said she thought they should be available at every department and every level. Frank Sanchez stated the Engineering Department did this and they want those individuals to return and work for Yuma County. Mr. Villegas noted that while speaking to counterparts from other counties they are expecting the same problem and suggested going directly to the colleges to recruit.

Lynn Fazz stated salaries within her department cannot compete with many fast food restaurants and, although the county's benefits are good, she cannot retain staff. She spoke about the amount of time it takes to train and the difficultly with retention. Ms. Fazz said in the past she would receive approximately two hundred applications and now she might get twenty and is lucky if they show up for an interview. In closing, she believes there needs to be more emphasis on raising salaries.

Chairman Porchas stated he does not believe Yuma County should still have any employees who are paid minimum wage.

Judge Haws reported the courts are losing qualified employees to other employers who offer a higher salary, so he believes Yuma County needs to find ways to make our jobs more attractive.

Mr. Villegas finished his presentation by reviewing operations and trending factors for the Jail District, Health District, Library District and Flood Control District in order to

provide a yearend projection.

No. 3: Long Range Financial Forecast with Assumptions – *Tony Struck*

Mr. Struck provided information about the benefits and history of long-range financial planning and reported he would make updates to the model, as the budget is prepared.

Chairman Porchas recessed the meeting at 10:30 a.m. and reconvened at 10:45 a.m.

No. 4: Compensation Strategy, Today & Future Considerations – *Felicia Frausto*

Ms. Frausto reported Yuma County's Compensation Plan is under Personnel Rules & Regulations (PR) 302. She explained the plan shall contain a list of all position classifications with designated pay grades and salary schedules, and an employee is assigned a pay grade based on their know-how, problem solving and accountability. There are currently four pay plans for the County, Courts, Housing, and Selected Law Enforcement.

Chairman Porchas asked if a department wanted to bring in an employee at mid-level, who makes that decision? Ms. Frausto explained anyone hired above Step 1 requires justification, and that goes through OMB and the County Administrator and anything above the midpoint goes to the Board of Supervisors for approval.

Board members informed staff that they want to be informed when a director needs to bring someone in at a higher rate, and are having a difficult time moving people up the scale, or about trouble recruiting.

Ms. Frausto reported the BRT would get back together and bring forward options to the Board. She also reviewed the following future considerations:

● Establish the County's starting salary above Arizona's minimum wage

● Human Resources, County Administration, Financial Services and Office of Management and Budget will develop pay scale and performance options for the Board of Supervisors consideration.

No. 5: Yuma County Employee Benefits Forecast - *Felicia Frausto, Mark Fitch of Segal*

Mark Fitch, Senior Benefits Consultant and Melissa Krumholz, Senior Health Consultant/Actuary were present.

Mr. Fitch provided an overview of self-funding basics, cash flow, rewards, stop loss and

reserves. He spoke about the health cost trend which is a forecast of increases in allowed per capita claims cost. Allowed per capita claims cost is eligible billed charges (before participant cost sharing) less provider discounts.

Ms. Krumholz spoke about projected assumptions for the upcoming year and what those contributing factors are. The Rate change needed effective July 2023 to cover projected expenditures is 8.1% She stated last year there was a decision made to keep everything flat, so now we are looking at dealing with a few years of increases.

Contribution Rates Options A through J were displayed and Mr. Fitch reported discussions ensued between Segal and Yuma County to try to reduce the impact on employees.

Supervisor Reyes stated as a member of the YCEBT he listens to these presentations and he believes sharing some of the costs with employees is a safe way to deal with the issue.

No. 6: Major Considerations for the FY 2023-24 Budget – *Tony Struck and Gil Villegas*

Mr. Struck reviewed the following list of considerations:

- Recruitment and Retention
  - Pay Scale Adjustment
  - Performance Adjustment
  - PTO Buyback
  - Market Studies
- County Facilities Needs
- AHCCCS/ALTCS Increases
- Legislative Impacts
- Other Budgetary Impacts

In closing, he spoke about the need to consider Highway User Revenue Funds (HURF), as well.

No. 7: Discussion and possible action on the Board of Supervisors' Priorities and Initiatives for Fiscal Year 2023-24 - *All Board Members*

Supervisor Reyes stated he would like to see salary increases in the 5% range, but he would like to know how much that would cost the county.

Ms. Frausto informed the Board that Human Resources has not hired a consultant to complete a market study since 2010, since staff are fully trained to do this in-house.

Supervisor Reyes suggested a County-wide study be done every five years. Discussion ensued about how the process would start by issuing a Request for Proposals (RFP)

and working with departments.

Supervisor Pancrazi asked whether the BRT looked at a reverse increase where the bottom grades get a higher increase and the top grades get a lower amount.

Supervisor Simmons questioned whether Yuma County is following what local municipalities are doing. Ms. Frausto confirmed that a comparison is conducted and Mr. McGaughey noted the City of Yuma is looking at a citywide study

Chairman Porchas said he would like to hold a future work session to discuss these topics and hear from the department heads to learn about their concerns and struggles with hiring.

Mr. McGaughey mentioned work sessions scheduled on April 10 and 11 where departments can discuss many of these topics.

Chairman Porchas expressed his support for the PTO Buyback Program because he believes it is something good for employees. He stated if the county has the funding available this is a way to spend the money now that will cost less, than in the future as a employee receives salary increases.

No. 8: Final Comments – *Chairman Porchas*

Chairman Porchas thanked everyone for attending.

There being no further business to come before the Board, the Chairman adjourned the meeting at 12:15 p.m.

Adopted this 20th day of March, 2023.

_____
Martin Porchas, Chairman

ATTEST:

_____
Ian McGaughey
County Administrator/Clerk of the Board

IM/dd/sp

P:\Motions\2023\02-28-23 Work Session Final.docx

The Yuma County Board of Supervisors met in a regular session on March 6, 2023. The meeting was held at 198 South Main Street, Yuma, Arizona.

CALL TO ORDER: At 9:00 a.m., Chairman Martin Porchas convened the Board of Supervisors in open session, also sitting as the board of directors of all special taxing districts where noted. Supervisors present were: Martin Porchas, Jonathan W. Lines, Lynne Pancrazi, Darren Simmons and Marco A. (Tony) Reyes.

Others present were: County Administrator Ian McGaughey; Deputy County Administrator Joshua Scott; County Attorney Jon Smith; Deputy County Attorney Minda Davy; Engineer Francisco Sanchez; Improvement District Coordinator Rachel Stallworth; Chief Health Officer Diana Gomez; Emergency Management Director Tony Badilla; Senior Planner Javier Barraza; Planning Director Maggie Castro; Civil Engineer I/Land Development Arturo Alvarez; Senior Planner Anson Lihosit; Economic Development & Intergovernmental Affairs Director Alejandro Figueroa; and Deputy Clerk/Executive Assistant Desarae Doten.

The Pledge of Allegiance was led by Supervisor Pancrazi.

CALL TO THE PUBLIC:

1) Gayle Castricone, advocate for the B&C Colonia, reported crime has escalated and code enforcement has been ineffective for the most part. She believes the system is failed and broken and asked for this to be reviewed by county staff.

2) Bruce Easterday invited the Board to a public meeting on March 7, 2023 at 2:00 p.m. at the Yuma Mesa Irrigation & Drainage District (YMIDD).

PRESENTATIONS, PROCLAMATIONS & APPOINTMENTS:

No. 1: *County Administration*: Presentation by Crystal Mendoza, Director of the Small Business Development Center serving Yuma County, about the SBDC's recent activities.

Ms. Mendoza provided a PowerPoint presentation and answered Supervisors' questions about why Yuma County should support the agency.

No. 2: The Chairman proclaims March 2023 as Red Cross Month.

Supervisor Pancrazi read the proclamation into the record and presented the same to Red Cross District Program Specialist Jillian Attaway. Red Cross volunteer Patrick Hearn was also present.

No. 3: Presentation of *"The County Line"* by Yuma 77, the Yuma County Government Channel.

No legal action was taken.

CONSENT CALENDAR:

MOTION (REYES/LINES): Approve as presented, excluding Item Nos. 8 and 10.

VOICE VOTE: The motion carried 5-0.

The following items were approved on the consent calendar:

No. 1: *Assessor:* Approve Tax Roll Corrections as listed in batch dated March 03, 2023, pursuant to A.R.S. Title 42, Chapter 16, Article VI. *(A full listing of all corrections is in the agenda packet on the web at: https://www.yumacountyaz.gov/government/board-of-supervisors/meetings.)*

No. 2: *Financial Services:* Approve the Accounts Payable Demands disbursed in the amount of $4,130,217.26 and Payroll in the amount of $1,899,301.44 during the period of January 25, 2022 through February 10, 2022. *(A detailed listing is available for review from the agenda packet on the web at: https://www.yumacountyaz.gov/government/board-of-supervisors/meetings.)*

DATE	TYPE	WARRANTS TOTAL
1/25/2023	Accounts Payable	$ 575,331.43
2/02/2023	Accounts Payable	1,663,719.68
2/09/2023	Accounts Payable	360,043.05
2/10/2023	Payroll	1,899,301.44
HOUSING:		
1/26/2023	UR Checks	696.00
1/26/2023	Section 8 Checks	162,936.00
1/26/2023	Section 8 Checks	18,563.00
1/27/2023	AP E-Payments	1,110,025.63
2/03/2023	AP E-Payments	223,379.37
2/10/2023	AP E-Payments	197,718.10
	TOTAL:	$ 6,211,713.70

No. 3: *Clerk of the Board:* Approve the minutes for February 22, 2023 Regular Session.

No. 4: *Administration/Emergency Management:* Accept a grant in the amount of $194,801, and authorize the Chairman to sign the Fiscal Year 2022-23 Subgrantee Agreement No. EMF-2022-EP-00009-S01 between the Arizona Department of Emergency and Military Affairs (DEMA) and Yuma County, to specify the rights and responsibilities of the parties in administering and receiving Emergency Management Performance Grant (EMPG) funds. *Scrivener's error: The dollar amount listed should be $194,810 not $194,801/dd."

No. 5: *County Administrator/Emergency Management:* a) Adopt the 2023 Yuma County Local Emergency Planning Committee (LEPC) Hazardous Materials Emergency Response and Recovery Plan, superseding the 2020 LEPC Plan, and; b) Authorize the Chairman to sign the Promulgation Page.

No. 6: *County Administration/OMB:* a) Adopt Budget Amendment Resolution No. 23-03 amending budget authority for various departments/agencies/districts utilizing available and appropriated budget authority, and; b) Re-establish CIP Project 1.1805, Antelope Palomas Road Low Flow Crossing and CIP Project 2.2101, Smoke Curtain Replacement.

No. 7: *Engineering:* Adopt and authorize the Chairman to sign Resolution No. 2023-12, abandoning an existing right-of-way located 40' East of Parcel Nos. 212-22-006 and 212-22-005 including the 40' South of Parcel of 212-22-005, all within the Northwest Quarter of Section 22, Township 10 South, Range 23 West of the Gila & Salt River Base & Meridian, Yuma County, Yuma, Arizona. *(Petition No. 2022-04.)*

No. 9: *Recorder/Elections:* As requested by the Yuma County Republican Party, approve Republican Precinct Committeemen appointments to fill vacancies for terms that will expire on October 1, 2024.

CONSENT ITEMS PULLED FOR DISCUSSION:

No. 8: *Engineering:* Adopt Resolution No. 2023-14 establishing a 25 mile per hour speed limit on County 3rd Street from Avenue 15½ E alignment to Avenue 16 E, and Avenue 16 E from Co. 3½ alignment to County 3rd Street.

Supervisor Reyes pulled the item to ask the staff for further explanation.

Mr. Sanchez was present to answer questions about the intersection and proposed a resolution to lower the speed as drivers approach the curve.

Supervisor Simmons explained the road has a 90-degree curve with no stop signs, so, with this change, the speed will gradually slow down.

A map of the area was displayed and Mr. Sanchez noted LED turn advisory lights and rumble strips would be installed.

MOTION (REYES/SIMMONS): Approve as presented.

VOICE VOTE: The motion carried 5-0.

No. 10: *Public Works:* As the Board of Directors of Yuma County Improvement District No. 2017-02 (Tacna Water): a) Adopt Resolution No. 2023-15, authorizing the acceptance of the Water Infrastructure Finance Authority of Arizona (WIFA) forgivable loan, execution and delivery of Loan Document, and; b) Authorize the District Chairman to sign all loan documents for the Tacna Water Infrastructure Improvement Project upon presentation from Bond Counsel and WIFA, all subject to legal review by Bond Counsel.

Supervisor Lines asked if he needed to abstain because he serves on the WIFA Board. Mr. Smith advised that since he did not have a financial gain, any conflict would be remote.

Supervisor Reyes stated he wanted to pull the item to compliment staff for the work that goes behind these types of projects and noted this will have a positive impact on the residents who live in this area.

Ms. Stallworth reported that on March 21, 2023 staff intend to sign all loan and grant documents. On March 23, 2023, a preconstruction meeting is scheduled and a Notice to Proceed will be issued by March 27, 2023. A groundbreaking event is planned for March 30th, with an invitation will follow.

MOTION (REYES/SIMMONS): Approve as presented.

VOICE VOTE: The motion carried 5-0.

DISCUSSION AND ACTION ITEMS: The Board will open each of the following items separately for discussion and action, as appropriate.

No. 1: *County Administration/Public Health Services District/Emergency Management:* Discussion and possible action regarding updates on contagious/infectious disease issues and activities, to include a discussion of events and activities occurring at the international border that involve or affect County Health and Emergency Management.

Ms. Gomez reported the number of positive cases is trending down at around 11%; however, according to Wastewater Surveillance measures the level of transmission through the community is slightly increasing.

Discussion ensued concerning Yuma County's internal process for employees who test positive.

Mr. Badilla reported Emergency Management partnered with the Sheriff's Office when they applied for the border security funding and they received a grant for $40,000, for the next three years, to supplement the cost for the portable restrooms along the border.

DISCUSSION REGARDING LEGISLATIVE ISSUES:

No. 1: *County Administration:* Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.

Mr. Figueroa provided an update concerning State and Federal affairs.

No legal action was taken.

EVENTS CALENDAR/CURRENT EVENTS:

No. 1: Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

Chairman Porchas recessed the morning session at 10:18 a.m.

CALL TO ORDER – At 1:32 p.m. Chairman Porchas reconvened the Regular Session at City Council Chambers at One City Plaza.

Chairman Porchas thanked the City of Yuma for allowing the use of their facility.

PLANNING & ZONING AGENDA: Full legal descriptions of property sites for all Rezoning Cases are available for public review at the Yuma County Board of Supervisors' Office.

EXPEDITED REZONING and PUBLIC HEARINGS: These items will be opened as a group for public hearings and acted upon by one motion to adopt the recommendation of the Planning & Zoning Commission, except for any item that is removed by a Board member for separate consideration. That item will be discussed and acted upon separately following action on expedited items.

No. 1: *Development Services/Planning and Zoning Division*: Public Hearing: Special Use Permit Case No. 22-12: Rivan Nona of Nona's Investments Properties LLC, requests a Special Use Permit per Section 612.03(H) of the Yuma County Zoning Ordinance to allow propane dispensing on a parcel 25,110 square feet in size zoned General Commercial (C-2), Assessor's Parcel No. 700-53-098, located at 11525 South Fortuna Road, Yuma, Arizona.

Mr. Barraza provided the staff presentation.

Chairman Porchas open the public hearing. No comments were received. The public hearing was closed.

MOTION (LINES/SIMMONS): Approve as presented.

VOICE VOTE: The motion carried 5-0.

The following conditions were approved:

Operational Conditions: 1) The approval of the Special Use Permit is based on the site plan submitted by the applicant. Any change from the site plan will require prior approval by the Planning Director. **2)** The Special Use Permit shall be valid for a period not to exceed ten (10) years from the date of approval by the Board of Supervisors. **3)** Rear parking lot shall be accessible to customers and employees during business hours.

Performance Conditions: 1) The owner or applicant shall record the following documents within 60 days of Board of Supervisors approval of this Special Use Permit case and submit them to the Department of Development Services: **a.** An A.R.S. § 12-1134 waiver. **b.** A Restricted Airspace disclosure statement. **2)** All required permits must be issued to the applicant within one year of approval by the Board of Supervisors and finalized as per appropriate code requirements, including, but not limited to, unpermitted structures, unpermitted signs, grading permit to ensure proper retention of storm water on site, improvements to the parking and circulation area for the dispensing of propane, and placing of a restricting barrier (steel bollards or approved equal) around the propane dispensing area, as well as re-marking of the circulation and parking spaces.

REZONING -- REGULAR PUBLIC HEARING ITEMS: Staff will make a **full presentation** on each of the following items, followed by separate discussion, public hearing, and action by the Board of Supervisors.

No. 1: *Development Services/Planning and Zoning Division*: Public Hearings: Special Use Case Permit No. 22-08: Evelution Energy LLC requests a Special Use Permit per Section 615.03(C) of the Yuma County Zoning Ordinance to allow a facility for the production of cobalt sulfate on a parcel 137.98 net acres in size zoned Intensive Industrial (II), Assessor's Parcel No. 188-20-002, located in the vicinity of Old Highway 80 and Avenue 47½ E, Tacna, Arizona.

Mr. Barraza provided the staff presentation.

Supervisor Reyes asked about the duration of the permit, and Mr. Barraza confirmed it would be valid for 15 years.

Discussion ensued concerning the activities that would occur at this facility, and the needed water supply. Mr. Barraza explained they would recycle 70% of the water used. Supervisor Simmons noted he was aware that the applicants have met with Wellton- Mohawk Irrigation District several times.

Navaid Alam, Evelution Energy LLC, explained the facility would process electric car battery materials. He clarified they will not have hazardous waste, but if there were any, it would be processed and transported off-site

Larry Killman, Consultant for Evelution Energy, ex-town manager of Wellton and ex-employee of Wellton Mohawk Irrigation District, spoke about recycling the water used and the intention to drill deep wells for investigation.

Chairman Porchas opened the public hearing.

Paula Gage posed a concern about cobalt sulfate and noted there are cobalt lines in Africa that are horrible.

Daniel Neff, Consultant, Chairman of M3 Engineering of Tucson, AZ, explained that employees would need to wear the proper Personal Protective Equipment (PPE) and receive appropriate training.

Steven (last name unknown), asked what type of documentation will be available to confirm that the air output is no different from the current air quality.

Mike Duran asked where the cobalt would be extracted from, and Mr. Alam stated it would be transported from oversees and arrive in containers in Ensenada, Mexico.

Douglas Wright questioned how this would benefit Yuma, besides the creation of new jobs. He provided examples such as the infrastructure of roads, taxes, water usage and air quality.

Julie Engel, Greater Yuma Economic Development Corporation (GYEDC) reported the greatest economic benefit would be to east Yuma County. There will be 50 jobs created and the ripple effect will be 300 jobs with a $300 million economic impact. Ms. Castro noted that Page No. 6 of the staff report contained the economic report provided by GYEDC.

Gloria (last name unknown) asked what classification of jobs will be available and if they will require a degree or engineering experience. Mr. Alam confirmed there would be a mix of jobs and they plan to have the Arizona Commerce Authority work with Arizona Western College (AWC) to provide training.

Chairman Porchas closed the public hearing.

MOTION (SIMMONS/LINES): Approve Special Use Permit Case No. 22-08 as recommended by the Planning Commission.

VOICE VOTE: The motion carried 5-0.

The following conditions were approved:

Performance Conditions: **1.** Within 60 days of approval by the Board of Supervisors, the owner or agent shall: **a.** Provide an A.R.S. §12-1134 waiver. **b.** Record an Infrastructure disclosure statement. **c.** Record an Instrument Route-218 disclosure statement. **2.** Prior to development or prior to May 20, 2024, whichever occurs first, the owner or agent shall: **a.** In accordance with the Yuma County Public Works Standards Vol. 1, Section 7.3, Guidelines for Traffic Studies, a traffic study shall be done. **b.** All Improvements required by the traffic study shall be constructed.

Operational Conditions: **1.** The approval of the Special Use Permit is based on the site plan submitted by the applicant. Any change from this site plan requires prior approval by the Planning Director. **2.** The Special Use Permit shall be valid for a period not to exceed 15 years from the date of approval by the Board of Supervisors.

Chairman Porchas opened Item Nos. 2 – 7 simultaneously. Kevin Dahl, Dahl, Robins & Associates, Inc. requested the Board of Supervisors return Minor Amendment Case No. 22-06 and Rezoning Case No. 22-24 back to the Planning and Zoning Commission for reconsideration of the land use and rezoning classification of this property.

No. 6: *Development Services/Planning & Zoning Division*: Public Hearing: Minor Amendment No. 22-06: Kevin Dahl, agent for Granite Yuma LLC, requests to change the land use designation of a 5± acre portion of a parcel 25 gross acres in size Low Density Residential (R-LD) to Urban Density Residential (R-UD) and the remaining 20± portion to Medium Density Residential (R-MD), Assessor's Parcel No. 728-08-022, located on the southwest corner of the alignments of Avenue 14 E and 40th Street, Yuma, Arizona.

MOTION (REYES/PANCRAZI): Send back to the Planning and Zoning Commission.

VOICE VOTE: The motion carried 5-0.

No. 7: *Development Services/Planning and Zoning Division:* Public Hearing: Rezoning Case No. 22-24: Kevin Dahl, agent for Granite Yuma LLC, requests to rezone a 5± acre portion of a parcel 25 gross acres in size parcel from Rural Area 10-acre minimum (RA-10) to High Density Residential (R-3) and a 20± portion to Medium Density Residential (R-2), Assessor's Parcel No. 728-08-022, located on the southwest corner of the alignments of Avenue 14 E and 40th Street, Yuma, Arizona.

MOTION (REYES/PANCRAZI): Send back to the Planning and Zoning Commission.

VOICE VOTE: The motion carried 5-0.

No. 2: *Development Services/Planning and Zoning Division:* Public Hearings: Minor Amendment Case No. 22-05: Kevin Dahl from Dahl, Robins & Associates, Inc., agent for Granite Yuma LLC & Desert Properties Development LLC, requests to

change the land use designation of a 7.94 acre portion of a parcel 570 gross acres in size from Mixed Use Residential (R-MU) to Regional Commercial (C-CR) and a 3.60 acre portion from Local Commercial (C-LC) to Mixed Use Residential (R-MU), part of Assessor's Parcel No. 198-11-002, located in the vicinity of the northwest corner of County 12th Street between Avenue 14 E and Avenue 15 E, Yuma, Arizona.

Ms. Doten read the following public comments, received via email, into the record:

Ken Madsen wrote in opposition.
Darin Crowley wrote in opposition.
William Penner wrote in opposition.
Brad Smith wrote in opposition.
Margaret L. Dumbach wrote in opposition.
Diane Guthrie wrote in opposition.
Michael F. Bakara wrote in opposition.
Jim O'Leary wrote in opposition.
Paula Morgan wrote in opposition.
Anonymous resident wrote in favor.

Mr. Barraza provided the staff presentation for Item Nos. 2 through 5 and reported the level of opposition did not trigger the supermajority vote.

Supervisor Reyes asked about the Schedule for Development included in Rezoning Case No. 22-22, which stated "prior to development or within (10) years of approval by the Board of Supervisors, whichever comes first, the filing and approval of a tentative map as a subdivision of parcel 198-11-002 into six (6) or more lots, shall be completed."

Ms. Castro explained this development would be done in phases since it would require planning for infrastructure because of the washes in the area and the amount of road improvements required.

Chairman Porchas questioned the bridge crossing requirement. Mr. Alvarez explained that due to the size of this development, there would be a lot of traffic.

Ron Gross (landowner), Granite Yuma, LLC, provided information about his family and their development experience. He asked the Board of Supervisors for approval to rezone, just as his neighbors have successfully done in prior years.

Wayne Benesch, Benesch, Shadle & White, P.C., provided a brief history of the process of growth according to the Comprehensive Plans adopted by Yuma County. He read parts of the plan into the record, such as the Foothills Planning Area Policies and Priorities. In closing, he advised that Mr. Gross is asking for the same opportunities as other areas have been afforded in the foothills.

Kevin Dahl, agent for Granite Yuma LLC, provided a presentation that addressed the following Development Process steps:

1. General Plan Amendments and Rezone Property
2. Traffic Impact Analysis
3. Drainage Analysis
4. Tentative Plat
5. Final Plat

Ms. Engel, spoke on behalf of GYEDC and Yuma 50, about the housing crisis in this area which affects physicians, teachers, and military members who move to Yuma for work.

Mr. Dahl listed the following reasons for Board approval:

1. Conformity to General Plan
2. Consistency with past zoning actions in the foothills
3. Staff scoring of rezoning
4. Severe need for workforce housing
5. Property is not in agriculture
6. Property does not affect Barry M. Goldwater Range

The following requests were made for the Board's consideration for all cases: that any required traffic improvements be staged as development progresses; and that the traffic study shall dictate the need for a crossing of the Fortuna Wash on 40th Street.

The following requests were made for both rezoning cases concerning the Schedule for Development:

1. Prior to development or within ten (10) years of approval by the Board of Supervisors, whichever occurs first, the filing and approval of a tentative map as a subdivision into six (6) or more lots, shall be completed.

2. Prior to development and in accordance with the Yuma County Public Works Standards Vol. 1, Section 7.3, Guidelines for Traffic Studies, a traffic impact study shall be completed. All improvements required by the traffic study shall be constructed in phases as development progresses.

Supervisor Reyes questioned why the applicants did not do a Planned Development because he believed it would have been better if the project plans were laid out to the residents from the beginning. He would have liked to have first, seen the results of the study for the wash.

Mr. Dahl asked why the applicant would go through the work for a Planned Development, which is nothing more than a zoning request. He stated these cases should be afforded the same opportunities as other subdivisions such as Las Barrancas.

Supervisor Reyes stated the problem was those other rezoning cases (such as Las Barrancas), did not draw this type of crowd and opposition.

Supervisor Simmons stated he spoke with Mr. Dahl and many members in the audience about these cases. He mentioned there are five (5) subdivisions forthcoming off Fortuna and Foothills Boulevard, which means there will be more housing available. He commented on the traffic, which is already outrageous and law enforcement, which is down to two (2) officers in this area. In closing, he expressed concerns about the flooding, which goes through the main property proposed and whether utilities can handle the volume of these additional homes.

Supervisor Porchas opened the public hearing:

The following three persons from the public were pre-arranged to speak on behalf of Foothills residents: Walt Bonneau, Anne Oleary and Aaron Salyi. Supervisor Simmons asked the audience for a show of hands to indicate whether they were in support or opposed, and it appeared all hands were raised in opposition.

Walt Bonneau reported there were many others in opposition who could not attend due to their work schedules who are against the rezoning. He stated Las Barrancas has unsold lots and homes; however, due to higher interest rates and inflation that stopped people from buying. He informed the Board that residents reached out to the applicants to get information about the project, but never received a response. He explained that residents in this area are not against new development, but are against high-density, further stressing and negatively impacting community safety and security. He reviewed the following list of concerns:

- Increasingly overcrowded school classrooms
- Heavy Traffic congestion on the S. Frontage Road
- Sheriff & Fire Protection
- Stress on water system
- Overwhelmed pharmacies
- FEMA/Flood Water Management

Since Mr. Bonneau stated he was not against development, Supervisor Lines asked what type of development he would accept. Mr. Bonneau said there is good land between 15E and the Frontage Road that can be developed to have homes (compatible to others in the area), but he would like the wash left alone and kept natural. He displayed a photo of a flooded wash on Drucilla Lane in the Las Barrancas Development in July 2021 with only ½ inch of rain measured and reemphasized worries about the wash.

Anne Oleary also stated residents are not anti-development. She talked about the 2013 Comprehensive Plan, which addresses the impact on the water supply and sewer treatment. She noted at the Planning and Zoning meeting in January wherein a separate case was sent back to staff from the Martinez Lake area to request a site plan, which is what they want to see as well for this area.

Aaron Salyi provided a PowerPoint presentation and questioned why there is RVS zoning in this area if the plan is to develop at low density. His immediate requirements suggested were as follows:

- No bridge across 40th Street
- Access can come from existing easements
- Request a traffic study during the busiest season to adequately reflect requirements
- Same permit application requirements from residents and developers (i.e. a site plan)

Mr. Salyi explained the RVS zoning with a rider is what the group came up with at a community meeting. He expressed the need to figure out how to work together and develop the foothills responsibly.

Supervisor Reyes asked for clarification about zoning with a rider. Ms. Castro explained what was being proposed was a change to the Yuma County Zoning Ordinance, which could not be done today.

Paula Gage stated residents did not know the supermajority was an issue and asked for additional time to obtain this.

Chairman Porchas closed the public hearing.

Chairman Porchas addressed the audience by saying when the county puts things out for comment, and we do not hear anything, it bothers him (referring to the recent adoption of the 2030 Comprehensive Plan).

Supervisor Lines asked if the citizens and residents were willing to purchase this land at fair market value, because these developers have put a lot into this and he supports property rights

Ms. Davy spoke regarding Proposition 207 and advised it was the County Attorney's position that the statute regarding loss of value does not apply to these cases.

MOTION (LINES/REYES): Approve Minor Amendment Case No. 22-05 as recommended by the Planning Commission.

ROLL CALL VOTE: LINES – Aye; REYES- Aye; PANCRAZI – Nay; SIMMONS – Nay; PORCHAS – Aye.

The motion carried 3-2.

No. 3: *Development Services/Planning and Zoning Division:* Public Hearings: Rezoning Case No. 22-22: Kevin Dahl from Dahl, Robins & Associates, Inc., agent for Granite Yuma LLC and Desert Properties Development LLC, requests the rezoning of a 7.94 acre portion of a parcel 570 gross acres in size from Rural Area-10 acre minimum (RA-10) to General Commercial (C-2) and a 283 acre

portion to Recreational Vehicle Subdivision (RVS), Assessor's Parcel No. 198-11-002 , located in the vicinity of the northwest corner of County 12th Street between Avenue 14 E and Avenue 15 E, Yuma, Arizona.

MOTION (LINES/PORCHAS): Approve Rezoning Case No. 22-22.

ROLL CALL VOTE: LINES – Aye; PORCHAS – Aye; PANCRAZI – Nay; REYES – Nay; SIMMONS – Nay.

The motion failed 2-3.

No. 4: *Development Services/Planning & Zoning Division:* Public Hearing: Minor Amendment Case No. 22-07: Kevin Dahl, agent for Granite Yuma LLC, requests to change the land use designation of a 7.93 acre portion of a parcel 152.92 gross acres in size from Mixed Use Residential (R-MU) to Regional Commercial (C-RC), part of Assessor's Parcel No. 198-10-001, located at the southwest corner of South Frontage Road and Avenue 14 E alignment, Yuma, Arizona.

MOTION (LINES/REYES): Approve Minor Amendment Case No. 22-07 as recommended by the Planning Commission.

ROLL CALL VOTE: LINES – Aye; REYES – Aye; PANCRAZI – Nay; SIMMONS – Nay; PORCHAS – Aye.

The motion carried 3-2.

No. 5: *Development Services/Planning & Zoning Division*: Public Hearing: Rezoning Case No. 22-25: Kevin Dahl, agent for Granite Yuma LLC, requests the rezoning of a 128.36 acre portion of a parcel 152.91 gross acres in size from Rural Area-10 acre minimum (RA-10) to Recreational Vehicle Subdivision (RVS), a 14.15 acre portion to High Density Residential (R-3), and a 7.93 acre portion to General Commercial (C-2), Assessor's Parcel No.198-10-001, located at the southwest corner of South Frontage Road and Avenue 14 E alignment, Yuma, Arizona.

MOTION (LINES/PORCHAS): Approve Rezoning Case No. 22-25.

ROLL CALL VOTE: LINES – Aye; PORCHAS – Aye; PANCRAZI – Nay; REYES – Nay; SIMMONS – Nay.

The motion failed 2-3.

There being no further business to come before the Board, the Regular Session was adjourned at 4:32 p.m.

Adopted this 20th day of March, 2023.

_____
Martin Porchas, Chairman

ATTEST:

_____
Ian McGaughey
County Administrator/Clerk of the Board

IM/dd/sp

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AIR-11979 **Consent Calendar 4.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Joint Yuma Region Imagery Acquisition Consortium - Intergovernmental Agreement

Submitted By: Clif Summers **Prepared by:** Clif Summers

Department: Information Technology Services

Special District:

Strategic Pillar: Effective Governance

Information

1. REQUESTED BOARD ACTION:

Information Technology Services (ITS): Approve and authorize the Chairman to sign an Intergovernmental Agreement for the Joint Regional Imagery Consortium Project between Yuma County and the Cities of Yuma, San Luis, Somerton and the Town of Wellton, effective March 20, 2023.

2. SUMMARY:

In January 2017, the County entered into a Memorandum of Understanding with certain Participating Agencies to form the Yuma Region – Imagery Acquisition Consortium Project ("Project"), to pool resources for the acquisition of updated digital oblique and orthogonal aerial imagery.

On or about July 27, 2021, the County and Pictometry executed an Amendment to Agreement dated March 30, 2012, wherein the County purchased updated digital oblique and orthogonal aerial imagery from Pictometry.

In 2022, the Participating Agencies expressed a desire to participate in the Project, and obtain access to the digital oblique and orthogonal aerial pictometry produced by Pictometry.

The County is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq. Yuma is authorized to enter into this Agreement pursuant to Article III, Section 12 of the Charter of the City of Yuma. San Luis is authorized to enter into this Agreement pursuant to A.R.S. § § 11-951, et. seq. Somerton is authorized to enter into this Agreement pursuant to Somerton City Code Section 3-5-193. Wellton is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq.

3. RECOMMENDED MOTION:

Approve and authorize the Chairman to sign an Intergovernmental Agreement for the Joint Regional Imagery Consortium Project, between Yuma County and the Cities of Yuma, San Luis, Somerton and the Town of Wellton, effective March 20, 2023.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form and authority. J. Holzer, 3/10/2023.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey, 3/11/23

Fiscal Impact

Attachments

Pictrometry IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY AND CITY OF YUMA, CITY OF SAN LUIS,
CITY OF SOMERTON, AND TOWN OF WELLTON
YUMA REGION – IMAGERY ACQUISITION CONSORTIUM PROJECT

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into this _____ day of _____, _____, ("Effective Date") between Yuma County ("County"), the City of Yuma ("Yuma"), the City of San Luis ("San Luis"), the City of Somerton ("Somerton"), and the Town of Wellton ("Wellton"). The County, Yuma, San Luis, Somerton, and Wellton are hereinafter referred to collectively as the "Parties". Yuma, San Luis, Somerton, and Wellton are hereinafter referred to collectively as the "Participating Agencies" and each individually as a "Participating Agency".

RECITALS

1. On or about March 30, 2012, the County entered into an Agreement with Pictometry International Corp. ("Pictometry") to purchase digital oblique and orthogonal aerial imagery of certain areas within Yuma County.

2. In January 2017, the County entered into a Memorandum of Understanding with certain Participating Agencies to form the Yuma Region – Imagery Acquisition Consortium Project ("Project"), to pool resources for the acquisition of updated digital oblique and orthogonal aerial imagery.

3. On or about July 27, 2021, the County and Pictometry executed an Amendment to Agreement dated March 30, 2012, wherein the County purchased updated digital oblique and orthogonal aerial imagery from Pictometry.

4. In 2022, the Participating Agencies expressed a desire to participate in the Project, and obtain access to the digital oblique and orthogonal aerial pictometry produced by Pictometry.

5. The County is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq. Yuma is authorized to enter into this Agreement pursuant to Article III, Section 12 of the Charter of the City of Yuma. San Luis is authorized to enter into this Agreement pursuant to A.R.S. § § 11-951, et. seq. Somerton is authorized to enter into this Agreement pursuant to Somerton City Code Section 3-5-193. Wellton is authorized to enter into this Agreement pursuant to A.R.S. § 11-951, et. seq.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the County and each Participating Agency agree to the following terms and conditions:

I. PURPOSE OF THE PROJECT. The purpose of the Project is to share the cost of the digital imagery produced by Pictometry amongst the Participating Entities.

II. TERM; TERMINATION. This Agreement shall be for a term of five (5) years starting on the Effective Date ("Initial Term"). This Agreement may be renewed for three (3) additional (5) year periods upon written request by a Participating Agency no less than ninety (90) days prior to the date of expiration of the Initial Term. The decision to renew shall be through mutual written agreement by the County and the Participating Agency.

This Agreement may be terminated by the County or a Participating Agency, with or without cause, upon sixty (60) days' written notice to the other party. Unless this Agreement is terminated as to all Parties by County or by all Participating Agencies, the Agreement shall remain in full force and effect for the remainder of the non-terminated Parties.

III. NON-DISCRIMINATION. The Parties shall comply with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State executive order No. 2009-09 which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

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

V. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.

VI. SEVERABILITY. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

VII. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation, and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought exclusively in the Superior Court in Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over

such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

VIII. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein.

IX. NOTICES. All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate address as may be specified in writing:

Yuma County
ITS Chief Information Officer
2717 S. Avenue B
Yuma, Arizona 85364
(928) 373-1000

City of Yuma
Director of Information Technology
One City Plaza
Yuma, Arizona 85364
(928) 373-4900

City of San Luis
GIS Analyst
1090 E. Union Street
P.O. Box 3750
San Luis, Arizona 85349
(928) 341-8568

City of Somerton
Marlene Lara, Economic Development Dir.
143 N. State Street
P.O. Box 638
Somerton, Arizona 85350
(928) 722-5085

Town of Wellton
Sandra Jones, Deputy Clerk
28634 Oakland Avenue
P.O. Box 67
Wellton, Arizona 85356
(928) 785-3348

X. ASSIGNMENT. This contract is not assignable by the County or any Participating Agency unless all Parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors, and assigns of all Parties.

XI. NO PARTNERSHIP. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and no party is the principal or agent of the other.

XII. RIGHTS/OBLIGATIONS OF PARTIES ONLY. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

XIII. PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not

correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

XIV. OBLIGATIONS OF THE COUNTY.

a. The County will deliver to each Participating Agency a 1-Terabyte external hard drive containing the 2022 digital imagery library previously purchased by the County from Pictometry immediately upon data availability from Pictometry and the receipt of the payment from the Participating Agencies.

b. The County will individually identify each Participating Agency as an "Authorized Subdivision" and "Authorized User" of the Pictometry Electronic Field Supply ("EFS") software provided by Pictometry.

c. The County will provide each Participating Agency with a digital copy of the Licensed Documentation for the Pictometry EFS software.

XV. OBLIGATIONS OF THE PARTICIPATING AGENCIES.

a. To obtain possession of and access to the 2022 digital imagery libraries and supporting EFS software produces by Pictometry and previously delivered to the County, each Participating Agency agrees to pay County the following sums:

   i. Yuma agrees to pay County the sum of $46,816.58.

   ii. San Luis agrees to pay County the sum of $17,087.08.

   iii. Somerton agrees to pay County the sum of $9,254.36.

   iv. Wellton agrees to pay County the sum of $9,171.19.

b. Before any data from the digital imagery libraries is shared with any local or external agency other than the Parties, all Parties must agree in writing. Although it will have access to the data, each Participating Agency agrees that County will act as the data custodian to control and distribute the digital imagery library to any local or external agency upon agreement of all Parties.

c. Each Participating Agency agrees to be bound by the Standard Terms and Conditions as set forth in the March 30, 2012 Agreement between Pictometry International Corp. and Yuma County, AZ, as set forth in Appendix 1 hereto, and incorporated herein by this reference.

d. Each Participating Agency further agrees to be bound by the Standard Terms and Conditions as set forth in the February 17, 2017 Amendment to Agreement dated March 30, 2012 between Pictometry International Corp. and Yuma County, AZ,

upon its execution by Pictometry and the County, as set forth in Appendix 2 hereto, and incorporated by this reference.

e. Each Participating Agency further agrees to be bound by the Standard Terms and Conditions as set forth in the July 27, 2021 Amendment to Agreement dated March 30, 2012 between Pictometry International Corp. and Yuma County, AZ, as set forth in Appendix 3 hereto, and incorporated herein by this reference.

YUMA COUNTY:

_____ Date: _____
Marco A. ("Tony") Reyes
Chairman, Board of Supervisors

APPROVED AS TO FORM AND AUTHORITY:

_____ Date: _____
William J. Kerekes
Chief Civil Deputy County Attorney

CITY OF YUMA:

_____ Date: _____
John D. Simonton
Acting City Administrator

ATTESTED:

_____ Date: _____
Linda L. Bushong
City Clerk

APPROVED AS TO FORM AND AUTHORITY:

_____ Date: _____
Richard W. Files
City Attorney

CITY OF SAN LUIS:

_____ Date: _____
Lizandro Galaviz
Acting City Manager

ATTESTED:

_____ Date: _____
Sonia Cornelio
City Clerk

APPROVED AS TO FORM AND AUTHORITY:

_____ Date: _____
Kay Marion Macuil
City Attorney

CITY OF SOMERTON:

_____ Date: _____
Gerardo Cabrera
City Manager

ATTESTED:

_____ Date: _____
Andrea Moreno
Deputy City Clerk

APPROVED AS TO FORM AND AUTHORITY:

_____ Date: _____
Jorge Lozano
City Attorney

TOWN OF WELLTON:

_____ Date: _____
Richard Marsh
Town Manager

APPROVED AS TO FORM AND AUTHORITY:

_____ Date: _____
Andrew McGuire
Town Attorney

APPENDIX 1

AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP.
AND
YUMA COUNTY- AZ

DESCRIPTION OF PRODUCTS (the "Products"):
Section A: Licensed Products
Section B: Product Terms, Conditions, and Specifications

TERM OF AGREEMENT (the "Term"):
Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

FEES AND PAYMENT TERMS (the "License Fees"):
All fees referred to in this License Agreement and in any of its Sections are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of the license and other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this License Agreement, including but not limited to, attorneys' fees and court costs.

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2351 W. 26th St	100 Town Centre Drive, Suite A
Yuma, AZ 85364	Rochester, NY 14623
Attn: Monty Stansbury, Director, Dept. of Development Services	Attn: Director, Contract Administration
Phone: (928) 373-1000 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

AGREEMENT:
This Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth in Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Agreement.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

PARTIES:

"LICENSEE"	"PICTOMETRY"
NAME:	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware Corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

NO Signatures required on first page.

SECTION A

LICENSED PRODUCTS

Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

ORDER #
C110917

BILL TO
Yuma County- AZ
Roger Patterson
2351 W. 26th St
Yuma, AZ 85364
(928) 817-5000
roger.patterson@yumacountyaz.gov

SHIP TO
Yuma County- AZ
Monty Stansbury
2351 W. 26th St
Yuma, AZ 85364
(928) 373-1000
monty.stansbury@yumacountyaz.gov

CUSTOMER ID	SALES REP	TERM OF CONTRACT	NUMBER OF FLIGHTS
A119629	bgarcia	6 years	3

US GSA CONTRACT #	35F-0801N

FIRST CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
3	Change Analysis Seat License	Perpetual Seat License of Change Analysis.	$750.00	$0.00 Change Analysis Grant	$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	$0.00	EAP Disaster Grant	$0.00
180	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	$0.00	$0.00 Existing Imagery Grant	$0.00
1399	IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector	Product includes 12in obliques (4 way), 12in Ortho images, 1 meter ortho mosaic sector tiles, 12in ortho mosaic tiles and one area-wide 1-meter mosaic tile (in ECW format). Nominal Ground Sample Distance: Front Line: 0.9 feet/pixel Middle Line: 1.0 feet/pixel Back Line: 1.2 feet/pixel Orthogonal: 0.9 feet/pixel	$60.00	$54.00 LTI Grant-10%	$75,546.00
425	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4 inch obliques (4 way), 4 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format). Nominal Ground Sample Distance: Front Line: 0.28 feet/pixel Middle Line: 0.35 feet/pixel Back Line: 0.41 feet/pixel Orthogonal: 0.28 feet/pixel	$400.00	$360.00 LTI Grant-10%	$153,000.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
425	Mosaic Standard Tiles (4in) Per Sector (JPG)	4 Inch Mosaic Tiles in JPG Format	$40.00	$0.00 Early Adopter Credit	$0.00
1399	Mosaic Tile Area-wide in ECW Format - 12in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 12in imagery.	$0.50		$699.50
425	Mosaic Tile Area-wide in ECW Format - 4in GSD Per Sector (Individual)	New processing or re-processing of ECW area-wide mosaics of 4in imagery.	$4.00	$2.00 Early Adopter Credit	$850.00
1	Oblique Imagery Bundle with	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one	$0.00		$0.00

				Change Analysis Grant	
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	$0.00	EAP Disaster Grant	$0.00
1399	IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector	Product includes 12in obliques (4 way), 12in Ortho images, 1 meter ortho mosaic sector tiles, 12in ortho mosaic tiles and one area-wide 1-meter mosaic tile (in ECW format). Nominal Ground Sample Distance: Front Line: 0.9 feet/pixel Middle Line: 1.0 feet/pixel Back Line: 1.2 feet/pixel Orthogonal: 0.9 feet/pixel	$60.00		$83,940.00
425	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4 inch obliques (4 way), 4 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format). Nominal Ground Sample Distance: Front Line: 0.28 feet/pixel Middle Line: 0.35 feet/pixel Back Line: 0.41 feet/pixel Orthogonal: 0.28 feet/pixel	$400.00		$170,000.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
425	Mosaic Standard Tiles (4in) Per Sector (JPG)	4 Inch Mosaic Tiles in JPG Format	$40.00	$20.00 Early Adopter Credit	$8,500.00
1399	Mosaic Tile Area-wide in ECW Format - 12in GSD Per Sector (Individual)	New processing and re-processing of ECW area-wide mosaics of 12in imagery.	$0.50		$699.50
425	Mosaic Tile Area-wide in ECW Format - 4in GSD Per Sector (Individual)	New processing or re-processing of ECW area-wide mosaics of 4in imagery.	$4.00	$2.00 Early Adopter Credit	$850.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
				SUBTOTAL – THIRD CAPTURE	$264,188.50

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$745,974.50

This order is subject to the Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions") set forth in Section B, as those terms and conditions may be amended from time to time by Pictometry in accordance with their terms. By signing this Order Form, Customer agrees to the General Terms and Conditions as part of this order. To the extent of any conflict between the terms and conditions set forth on this Order Form and those set forth in the General Terms and Conditions, the terms and conditions of this Order form shall prevail.

PAYMENT TERMS

FIRST CAPTURE

Due at Signing	$28,786.81
Due at Shipment of Imagery	$86,360.44
Due at First Anniversary of Shipment of Imagery	$115,147.25

Total Payments	$230,294.50

SECOND CAPTURE

Due at Shipment of Imagery	$125,745.75
Due at First Anniversary of Shipment of Imagery	$125,745.75
Total Payments	$251,491.50

THIRD CAPTURE

Due at Shipment of Imagery	$132,094.25
Due at First Anniversary of Shipment of Imagery	$132,094.25
Total Payments	$264,188.50

SECTION B PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

The following are the terms, conditions, and specifications related to the products offered under the License Agreement.

1. The 'LICENSEE' signature block on page 1 of the Agreement is hereby replaced with Exhibit A 'Signature Page for License Agreement between Pictometry International Corp and Yuma County.'

2. The Sales Tax of 9.4 percent shall be added to Years 1 and 2 of the Agreement 'First Capture,' amounting to $21,647 and shall be added to the total cost of the First Capture amounting to $251,942.18. Additionally, the Sales tax for Years 3 and 4 '2nd Capture,' and Years 5 and 6 '3rd Capture' shall be calculated upon the current rate at the time of capture.

Long Term Incentives ('LTI') have been applied to the imagery fees shown on the attached order form. In the event the licensee terminates this Agreement prior to the execution of a remaining flight capture, all LTI monetary considerations shall be revoked and the related funds shall be immediately due and payable to Pictometry. Repayment of LTI considerations does not apply if funds for Oblique Imagery are not appropriated. If such funds are not appropriated, Licensee shall provide Pictometry with written documentation of non-appropriation from the funding source (such notification must be prior to any pending image capture). In the event of a non-appropriation, all contractual terms and conditions remain in force. No new image libraries will be captured or delivered prior to the payment of all outstanding balances.

PRODUCT PARAMETERS

IMAGERY – FIRST CAPTURE

Product:	**Existing Imagery**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

Product:	**IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – SECOND CAPTURE

Product:	**IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – THIRD CAPTURE

Product:	**IMAGERY - COMMUNITY - 4-way (C5) (12in) with 12" mosaic tiles - Per Sector**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

POL – FIRST CAPTURE

Product:	**POL Promo-6 Year Contract 200 seats (1 year)**
Customer Type:	New
Admin User:	Joe Wehrle
Admin User Email:	joe.wehrle@yumacountyaz.gov
Maximum Users:	200
County/Image Library:	Yuma
Requested Activation:	
Special Instructions:	

STANDARD TERMS AND CONDITIONS

LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

Imagery: Licensed Images procured with a high resolution digital camera and nominal GSD is as indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PMI format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

EFS Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software for the term of their active License (not Perpetual License) with Pictometry, as indicated on the order form, from the initial date of shipping of the EFS software, along with a copy of the updated documentation. Recommended minimum system requirements for EFS are as follows:

Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2G or more recommended for Vista and Windows 7). Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution. 100 Mbps - NIC (network deployments). 250MB available hard disk space (EFS R1.14)

Licensee agrees that Pictometry may audit Licensee's use of the Licensed Software and agrees to the sharing of supplementary data with Pictometry for the purpose of improving future software versions, providing for additional tools and enhancing the value of the software to the Licensee. Pictometry shall not transfer any data collected to any third party. Pictometry shall preserve at all times the confidentiality of information pertaining to data collections where the information is not in the public domain.

Telephone Support: To the extent indicated, Pictometry shall provide telephone support to Licensee employees who have completed the Advanced User Technical Training and who are individually identified by Licensee to Pictometry.

License Term: At the conclusion of the defined License Term on the order form, Pictometry shall automatically grant a Perpetual License to Licensees in good standing for the then current version of the Licensed Products. Maintenance and Support for the Perpetual License may be purchased at Licensee's request.

Licensee Storage Media: Licensee will make available on Licensee Server sufficient disk storage space to accommodate the Licensed Products. Licensee will also provide a 100 mb/s network link to the server. On delivery, the Licensed Images and Licensed Software may be copied to the Licensee server via the network connection.

License Fees: All fees associated with the licensed imagery are considered earned upon shipment of substantially all of the Licensed Products.

Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

Digital Imagery Specifications:

Dimensions and Resolution

All values are approximates based on target height-over-ground. The actual values vary due to conditions outside of Pictometry's control, including, but not limited to, air traffic control restrictions, weather, and elevation changes in the underlying ground surface.

Sector Tiles

One-Meter Sector Tiles

Footprint:	5,280 x 5,280 feet (1,609 x 1,609 meters)
Pixel Size:	3.28 feet/pixel (1.0 meters/pixel)
Source Imagery:	Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	700 KB (JPG format)

12 Inch Sector Tiles

Footprint:	5,280 x 5,280 feet (1,609 x 1,609 meters)
Pixel Size:	1.0 feet/pixel (0.3048 meters/pixel)
Source Imagery:	Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	7,000 KB (JPG format)

6 Inch Quarter Sector Tiles

Footprint:	2,640 x 2,640 feet (805 x 805 meters)
Pixel Size:	0.5 feet/pixel (0.1524 meters/pixel)
Source Imagery:	Neighborhood Orthogonal and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	8,000 KB (JPG format)

4 Inch Quarter Sector Tiles

Footprint:	2,640 x 2,640 feet (805 x 805 meters)
Pixel Size:	0.333 feet/pixel (0.1016 meters/pixel)
Source Imagery:	Neighborhood Orthogonal and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	19,000 KB (JPG format)

General Specifications:

Orthogonal Images

Image Format	Industry-standard image format with proprietary image trailer.
Image Quality	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
Measurement Accuracy	<0.5% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch). 0.035 degrees absolute (heading)
Ortho-Rectification	The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
Image Export	JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.
Image Tiling	Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

Oblique Images

Image Format	Industry-standard image format with proprietary image trailer.
Image Quality	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.
Measurement Accuracy	<0.75% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
Image Export	JFIF (JPEG), TIFF, BMP Pictometry software can be utilized to export the images into any of the above industry-standard formats.

Notes

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planemetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.

Training: End User orientation session(s), is limited to 25 attendees per training session, for employee(s) of the Licensee, or Authorized Subdivision(s) thereof. Advanced User technical training is limited to 10 attendees using Licensee computers. Administration / IT training is designed to provide the administrators of the Pictometry image library with the knowledge they will need to manage and distribute access to the Pictometry solution. Administration / IT Training is provided remotely via online tools. Renewal Licensees will receive online training sessions, customized to address Licensee's needs. Pictometry Trainers shall contact Licensee to determine training needs.

EAP

Economic Alliance Partnership (EAP): Licensee shall be eligible for the EAP program for the Term of Contract as defined on Section A to this Agreement. For multi-library contracts (more than one image capture on Section A), EAP terms and conditions shown below will apply for a period of two years from the date of execution of the Agreement. Any remaining image library captures will be covered by the then prevailing EAP terms, as defined by Pictometry International Corp.

A. **Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.

B. **Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:

- **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Tornado:** imagery of areas impacted by Tornados with ratings of EF4 and above. Coverage for tornados below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.

C. **Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery** – Pictometry's Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry Standard Ortho Mosaic Products:

Pictometry ortho mosaic products are the result of high definition, full color aerial images and automated mosaicking processes that incorporate digital elevation data to create large-area mosaic ortho images from the individual Pictometry ortho frames. Pictometry's process includes quality control, programmatic error correction, and data integrity checks into the planning, capture, and processing of the images. Certain artifacts may remain evident in the ortho mosaic tiles, including, but not limited to: disconnects in non-elevated surfaces , disconnects in elevated surfaces (roadways, bridges, etc.), building intersect and clipping, seasonal cutlines, ground illumination cutlines, color variations (illumination differences and multiple-aircraft/camera captures), color variations (mixed GSD), color variations (e.g. water) and lack of edges of coverage (the border of a county, for example). Note: If mathematical operations will be performed on the Mosaic Tiles (such as automated feature extraction), that would be compromised by compression artifacts, Ortho Mosaic Tiles may be created from non-compressed TIFF imagery and delivered in TIFF format

with world files and separate trailers, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise.

Custom Ortho-Mosaics:
It is important to note that while the custom ortho-mosaic can generally be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. For example, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

In general, ortho-mosaics from Pictometry's neighborhood orthogonal imagery can meet NMAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAS 1:2400 (2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry's community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal imagery can be captured in a way consistent with certification requirements.

PICTOMETRY ONLINE (POL)

I. Web Hosting Services and Contract Terms. The following Web Hosting features are available to you from Pictometry International Corp. ("Pictometry"):

Pictometry Online™ ("POL") is an advanced, web enabled oblique browser with viewing, measuring and planning capabilities.

Contract Terms:

1. Pictometry Web Services customers ("Licensee") must commit to a minimum one (1) year contract. Each participating organization (Licensee) can increase the number of users and/or Geographic Areas at any time, but cannot reduce the number of users and/or Geographic Areas until the contract term is completed.

2. Pictometry Web Services customers must sign an order form/Service Level Agreement (SLA) for services. This order form/SLA shall describe the services offered and number of users and/or metros for the account ("Web Services Account").

3. For each Account, Licensee shall name one person to be the Administrator of the Account and submit an email address, telephone number and contact information for that person. Licensee will assign one administrator to this Account. Administrator shall be responsible for assigning his/her users a log-in and password. Licensee purchases User Seats as shown on the order form. The number of User Seats purchased determines the number of users who shall be allowed online at the same time. Administrator may assign as many Log-in Accounts (users) per seat purchased, as is indicated of the attached Order Form, but the number of persons allowed in the system at any one time is limited by the number of seats purchased.

4. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for any service interruptions if used in these critical situations.

5. Upon initial login, each user shall be required to "accept" an online License and Service Level Agreement identical to this written Agreement.

6. Pictometry Online is for individual use only. Licensee shall not attempt, nor allow, access to Pictometry Web Services by means of an automated system.

II. Technical Support. Web Hosting Support can be accessed at CustomerSupport@Pictometry.com

- Web Hosting Phone Support: Phone 585-486-0093, or toll-free at 888-771-9714
  - Hours: Monday through Friday, 8:30am – 5:30pm Eastern Time Zone Holidays – no phone support but e-mail support may be available and Pictometry will use reasonable efforts to answer e-mails received on holidays on next business day.
  - Response time, however, may depend on the nature and complexity of the inquiry, or unexpected call volume. Technical Support assigns the highest priority to inquiries related to the servers' unavailability.

III. Billing and Sales Inquiries. Licensee may choose to be billed (and pay) on an annual or monthly basis. Billing shall begin upon Pictometry Web Services Account activation by Pictometry. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. Billing inquiries should be sent to accountsreceivable@pictometry.com Please note: Pictometry must receive notice of billing disputes within thirty days of the date of invoice receipt or date Licensee's payment is received for services. All inquiries regarding purchase of new accounts or addition of services should be addressed with Licensee's Pictometry Sales Representative.

IV. Issue Escalation. If Licensee is concerned with Pictometry hosting services or if Licensee is unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement, Licensee should contact its Pictometry Sales Representative regarding any concerns. Licensee's concerns will be reviewed, investigated, and responded to within one business day. As issues may be complex or require extensive investigation, this one business day response time does not imply that a resolution is guaranteed within one business day.

V. Service Availability. Pictometry International Corp is committed to providing the highest quality service to all customers. To support this commitment, Pictometry gives the following service level guarantics:

- Pictometry expects a Service Availability of approximately 99%, measured on a calendar-month basis. Service Availability is defined as the ability of a user within an organization to access the Pictometry Server.
- Licensee acknowledges and agrees that the internet (including, without limitation, the world wide web) is a network of private and public networks, that Pictometry has no control over the internet, and that Pictometry is not liable for the discontinuance of operation of any portion of the internet or possible regulation of the internet which might restrict or prohibit the use of the licensed software or the integrated product or the delivery of the services.

VI. Disclaimer. This Agreement authorizes the Licensee to use the Web Services Product for its internal use. Pictometry warrants that, while it does strive to present accurate information, it does not guarantee the accuracy of information made available to the Licensee via this Product, and cannot be held liable for any usage of this information. Pictometry will continually strive to present accurate and reliable information in its Web Services Products but does not endorse, approve or certify such

information, nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such information.

Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy and timeliness. Pictometry (including its employees and agents) assumes no responsibility for any consequences resulting from the use of the information in its Web Services Product. Pictometry is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on such information. No guarantees or warranties, including (but not limited to) any express or implied warranties of merchantability or fitness for a particular use or purpose, are made by Pictometry with respect to such information.

Licensee understands that by using this service it is waiving any and all rights it might have against Pictometry for the accuracy of its product.

VII. Ownership of Data. Title to the Product shall remain with Pictometry and shall not pass to the Licensee. The Licensee acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trademarks and logos used on or in relation to the product shall remain in Pictometry or its licensors. Subject to payment of the Price, Pictometry grants the Licensee a non exclusive non-transferable right to use the Product for its own internal purposes. This shall not include any right to copy the product, nor to sell, supply or disclose the Product to any third party except as detailed in Licensee's existing License Agreement with Pictometry.

This Agreement grants Licensee the right to use the Image(s) solely for its internal purposes and projects. Licensee may copy the Image(s) onto Licensee's computer or from Licensee's computer to other computers owned by Licensee or Licensee may make hardcopies of the Image(s), provided that the Image(s) may not be resold, leased, loaned, distributed, or copied for use by any other person or third party or for any other use, except as may be detailed in Licensee's existing License Agreement with Pictometry. Licensee also may not transfer or assign the rights granted in this license to any other person. Any transfer or assignment of Licensee's rights under this Agreement without Pictometry's consent shall void the limited license granted under this Agreement. Licensee also may be held legally responsible for copying infringement which is caused or encouraged by Licensee failure to abide by the terms of this Agreement.

VIII. Data Integrity. Hosting package includes Backup Services to include: full server backup performed once weekly to the shared tape backup device over the network; differential server backup performed once nightly to the shared tape backup device over the network; backup copy retention time is one week. Pictometry is not responsible for data loss resulting from the failure or loss of backup media.

IX. Data Integration and Updates. Should Licensee desire certain data layers to be integrated into its imagery, samples of such data must be submitted to Pictometry for evaluation. Pictometry shall, at no additional charge, integrate two (2) of Licensee's data layers to Licensee's imagery (either parcel data, street centerlines or property centroids). Should Licensee require other (or additional) data to be integrated, a data sample is required to produce a custom quote for this integration. Pictometry shall, at no additional charge, update the two (2) data layers on a quarterly basis. Additional updates or updates to queries shall be custom quoted. NOTE: IT IS UNDERSTOOD THAT DATA PROVIDED BY LICENSEE MAY BE MODIFIED (e.g., data may be projected into Lat/Long or resolution maybe modified).

X. Data Retention. Pictometry may, in is sole discretion, retain all data (if any) associated with the Web Services Account. All such data may be deleted from Pictometry's servers and backup media after Web Services Account termination.

XI. Licensee Responsibilities/Requirements. To access Pictometry services, Licensee must provide at the very minimum: a PC or Macintosh Computer with a DSL or broadband Internet connection (not dialup), a currently supported Microsoft or Apple Operating System, and Microsoft Internet Explorer 6.0 SP2 or higher or Mozilla Firefox 3.0 or higher. Pictometry recommends using Mozilla Firefox 3.6 or Microsoft Internet Explorer 8.0 browsers for optimal performance. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for service interruptions if used in critical situations.

XII. GENERAL. (a) The Contract constitutes the entire agreement between Pictometry and the Licensee with respect to the Products and supersedes all prior representations, agreements or arrangements whether oral or in writing relating to the subject matter hereof, and (b) each of the sub-clauses of the Conditions and the Contract is to be treated as separate and independent and if any provisions hereof is or becomes illegal or void then the remaining provisions shall remain in full force and effect, and (c) no variation to these Conditions or the Contract shall be effective unless in writing signed by the authorized representatives of both parties. This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof.

By using this product, Licensee is agreeing to the terms and conditions shown above.

EXHIBIT A

SIGNATURE PAGE FOR LICENSE AGREEMENT
BETWEEN
PICTOMETRY INTERNATIONAL CORP
AND
YUMA COUNTY

Name: Gregory S. Ferguson
Title: Chairman, Yuma County Board of Supervisors

Date

Attest: Robert L Pickels, Jr.
Title: County Administrator/Clerk of the Board

3/21/12
Date

APPROVED AS TO FORM:
Yuma County Attorney

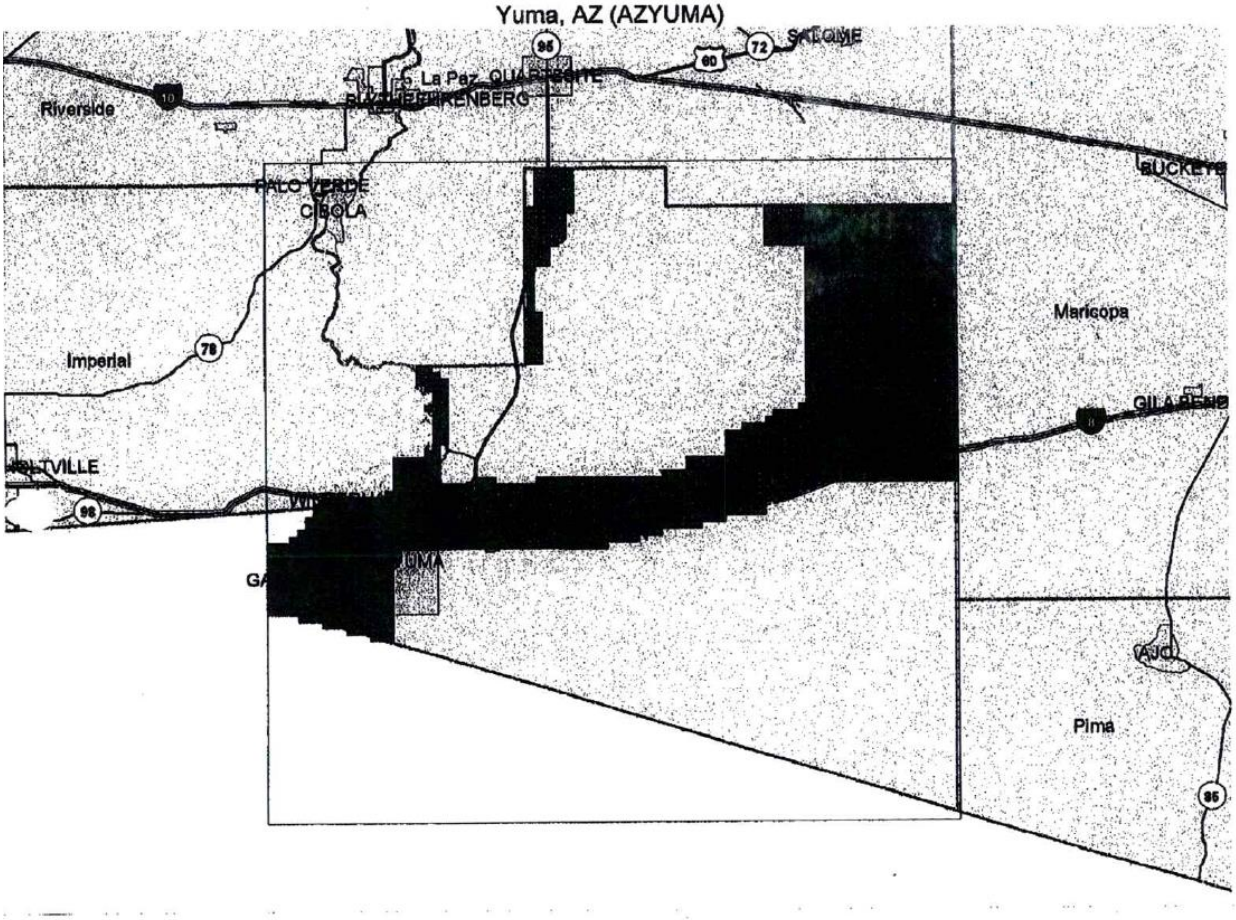
By
Jon R. Smith
County Attorney

3-19-12
Date

Name: Linda Salpini
Title: Senior VP of Finance, Pictometry

Date

Yuma, AZ (AZYUMA)



Community Sectors: 1399 **Neighborhood Sectors: 425**

(c) Copyright 2011, Pictometry International

Licensee Initial

V2011728

APPENDIX 2

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

AMENDMENT TO AGREEMENT DATED MARCH 30, 2012 BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND YUMA COUNTY, AZ ("CUSTOMER")

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of theSchedule (if purchasing Open Market items some exceptions may apply).

2. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated March 30, 2012 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

   Section A: Product Descriptions, Prices and Payment Terms

3. MODIFICATIONS TO AGREEMENT:
   With respect to the Second Project (previously referred to as Second Capture):
   A. The Product Descriptions, Pricing and Payment Terms set forth in Section A to the Agreement are deleted in their entirety and replaced with the Product Descriptions, Pricing and Payment Terms set forth in Section A to this Amendment;
   B. The Imagery-Second Project Product Parameters set forth in Section A to the Agreement are deleted in their entirety and replaced with the Imagery-Second Project Product Parameters set forth in Section A to this Amendment;
   C. The Sector Maps attached to this Amendment shall supplement the Sector Map set forth in the Agreement;
   D. The following language shall supplement Section B on page 6 as paragraph, "3. Notwithstanding anything in the Agreement to the contrary, Customer shall own a copy of the orthogonal imagery (the "Orthos") delivered pursuant to the Agreement. Accordingly, Customer is free to use, reproduce and redistribute copies of the Orthos so delivered in any manner without any accounting to Pictometry. Pictometry shall own a copy of the Orthos delivered pursuant to the Agreement that is in Pictometry's possession. As such Pictometry is free to use, reproduce and redistribute copies of the Orthos delivered pursuant the Agreement in any manner without any accounting to Customer."
   E. Rapid Access Disaster Response Program ("DRP") product description as set for in Section A of this Amendment shall replace the EAP product description set forth in Section B of the Agreement.
   F. The entities identified below shall be deemed Authorized Subdivisions and its personnel shall be deemed Authorized Users in accordance with the License Terms:
      - City of Somerton
      - City of San Luis
      - Yuma Metropolitan Planning Organization (YMPO)
      - Yuma County Intergovernmental Public Transportation Authority (YCIPTA)
   G. Pictometry hereby certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

4. All notices under the Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2351 W. 26th Street	25 Methodist Hill Drive
Yuma, AZ 85364	Rochester, NY 14623
Attn: Daniel Cruz, GIS Manager	Attn: Contract Administration
Phone: (928) 817-5151 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
YUMA COUNTY, AZ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: Ed Jin	SIGNATURE:
NAME: Ed Jin	NAME: Linda K. Salpini
TITLE: Chief Information officer	TITLE: Corporate Vice President
DATE: 1/31/17	EXECUTION DATE: 2/1/17
	DATE OF RECEIPT (EFFECTIVE DATE): 2/1/17

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION A — PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C110917

BILL TO
Yuma County, AZ
Daniel Cruz, GIS Manager
2351 W. 26th Street Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

SHIP TO
Yuma County, AZ
Daniel Cruz, GIS Manager
2351 W. 26th Street Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119629	bgarcia	Biennial

US GSA CONTRACT NO.	35F-0801N

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE[1]
298	IMAGERY - 3in, 5-way, OCB (N5) Per Sector OBLIQUE COLOR ~~BASE~~ ANGLE	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$468.00	$411.84 (12.0%) Long-Term Incentive Discount	$122,728.32
855	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	$80.00	$70.40 (12.0%) Long-Term Incentive Discount	$60,192.00
1	Sales Tax*	***FOR FINANCE AND CONTRACT ADMIN USE ONLY*** Applicable Terms and Conditions: Order Form	$17,743.75		$17,743.75
298	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$10.00 (50.0%)	$2,980.00
855	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$10.00	$2.50 (75.0%)	$2,137.50
855	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.50		$427.50
298	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$1.00 (50.0%)	$298.00

1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	$199.00	$0.00 (100.0%)	$0.00
				SUBTOTAL – SECOND PROJECT	$206,507.07

[1]Amount per product = ((1-Discount %) * Qty * List Price)

***OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.**

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

SECOND PROJECT

Due at Initial Shipment of Imagery	$206,507.07
Balance on account applied	-$4,704.53
Total Payments	**$201,802.54**

PRODUCT PARAMETERS

SECOND PROJECT

IMAGERY

Product:	**IMAGERY - 3in, 5-way, OCB (N5) Per Sector**
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

Product:	**IMAGERY - 9in, 5-way, OCB (C5) Per Sector**
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;

vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")
Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

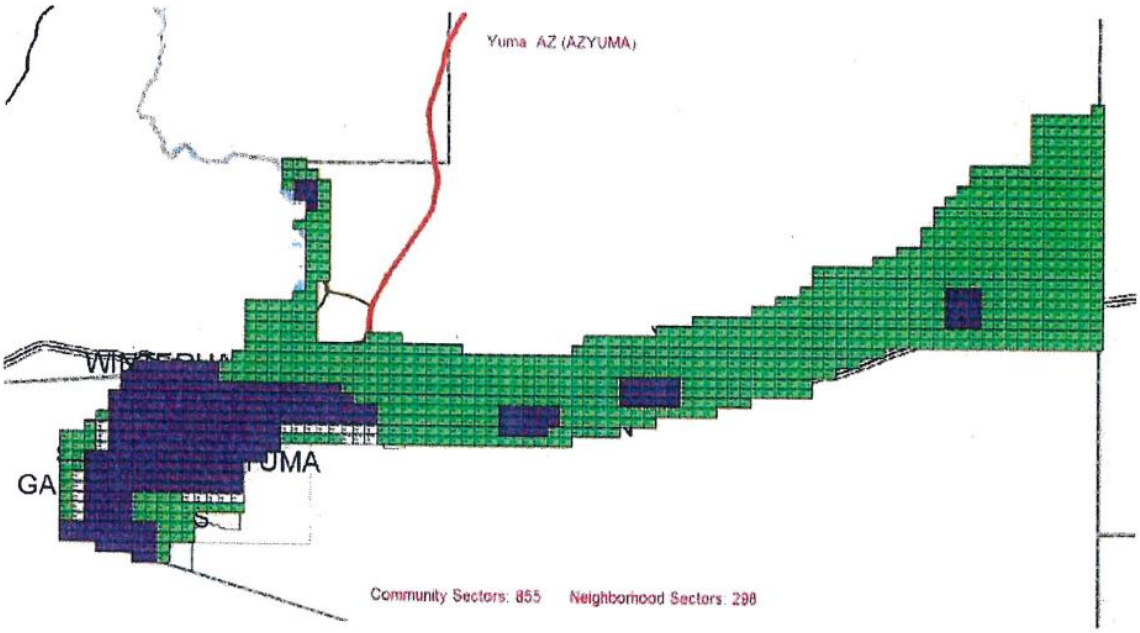
- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTOR MAP(S)



APPENDIX 3

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

AMENDMENT TO AGREEMENT DATED MARCH 30, 2012 BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND YUMA COUNTY, AZ ("CUSTOMER")

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply.)

2. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated March 30, 2012 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

   Section A: Product Descriptions, Prices and Payment Terms
   Map(s)

3. MODIFICATIONS TO AGREEMENT:
   a. The Third Project (previously referred to as the Third Capture) products, pricing, product parameters and payment schedule set forth in Section A to the Agreement are replaced in their entirety with the Third Project products, pricing, product parameters and payment schedule set forth in Section A to this Amendment.
   b. The Sector Map attached to this Amendment shall be added to the Agreement.
   c. Upon execution of this Amendment, Customer requests that Pictometry proceed to schedule the Third Project (as modified by this Amendment) subject to the terms and conditions of the Agreement. Pictometry will use commercially reasonable efforts to capture imagery for the Third Project during the spring of 2022 capture season. This is a target date only because the image capture process may be affected by numerous conditions outside of Pictometry's control including, but not limited to, weather and airspace permissions.
   d. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS
2351 W. 26TH STREET
Yuma, AZ 85364
Attn: Daniel CRUZ , GIS Manager
Phone: (928) 817-5151 Fax:

PICTOMETRY NOTICE ADDRESS
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

[Signature page follows]

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

PARTIES:

CUSTOMER	**PICTOMETRY**
YUMA COUNTY, AZ	**PICTOMETRY INTERNATIONAL CORP.**
	a Delaware corporation
SIGNATURE:	**SIGNATURE:** Brian Brockmann
NAME: Clifton C. Summers	**NAME:** Brian Brockmann
TITLE: Chief Information Officer	**TITLE:** Corporate Vice President
DATE: 7-21-2021	**EXECUTION DATE:** 7/27/2021
	DATE OF RECEIPT (EFFECTIVE DATE): 7/27/2021

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

SECTION A — PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, New York 14623

ORDER #
C110917

BILL TO
Yuma County, AZ
Daniel CRUZ, GIS Manager
2351 W. 26TH STREET Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

SHIP TO
Yuma County, AZ
Daniel CRUZ, GIS Manager
2351 W. 26TH STREET Yuma, AZ 85364
(928) 817-5151
daniel.cruz@yumacountyaz.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119629	bgarcia	

US GSA CONTRACT NO.	35F-0801N

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
300	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: *Leaf:* Leaf Off: Less than 30% leaf cover	$ 467.00	$ 410.96 (12%)	$ 123,288.00
979	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: *Leaf:* Leaf Off: Less than 30% leaf cover	$ 80.00	$ 70.40 (12%)	$ 68,921.60
979	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: *Leaf:* Leaf Off: Less than 30% leaf cover	$ 10.00	$ 4.61 (53.9%)	$ 4,513.19

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

300	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: *Leaf:* Leaf Off: Less than 30% leaf cover	$ 20.00	$ 10.00 (50%)	$ 3,000.00
300	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: *Leaf:* Leaf Off: Less than 30% leaf cover	$ 2.00		$ 600.00
979	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: *Leaf:* Leaf Off: Less than 30% leaf cover	$ 0.50		$ 489.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	$ 199.00		$ 199.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	$ 0.00		$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	$ 0.00		$ 0.00
				SUBTOTAL	$201,011.29

[1]Amount per product = ((1-Discount %) * Qty * List Price)

*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA SCHEDULE AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. **Discounted Rate –** Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

FEES; PAYMENT TERMS

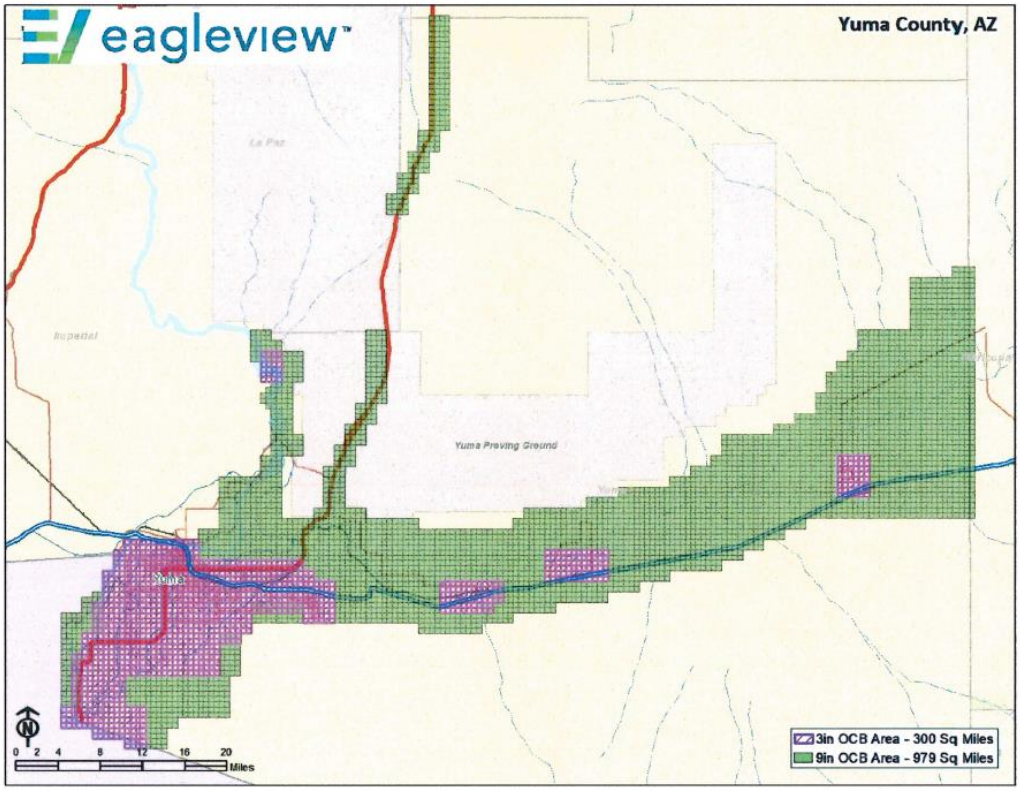
All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

THIRD PROJECT

Due at Shipment of Imagery	$201,011.29
Total Payments	**$201,011.29**

GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

MAP(S)



AIR-11964 **Consent Calendar 5.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Certificate of Clearance No. 23-001

Submitted By: Angela Moreno **Prepared by:** Jose Valtierra

Department: Treasurer

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Treasurer: Per A.R.S. §42-19118, approve Certificate of Clearance No. 23-001, thereby removing taxes due which are considered to be uncollectible.

2. SUMMARY:

Pursuant to A.R.S. §42-19118, the County Treasurer has reviewed and determined the following situation exists: The delinquent taxes on certain mobile homes have been determined to be uncollectible through removal of the property, destruction of the property or condition such that the cost of seizure and sale of personal property would equal or exceed the revenue that could be derived.

3. RECOMMENDED MOTION:

Approve Certificate of Clearance No. 23-001, thereby removing taxes due which are considered to be uncollectible.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 02.17.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 2/17/23

Fiscal Impact

Attachments

Cert of Clear 23-001

Tax Clear List 23-001

OFFICE OF THE
COUNTY TREASURER
2550 S. 4TH AVENUE, SUITE A
YUMA, AZ 85364
(928) 539-7781

ANGELA MORENO
TREASURER

VANESSA VALENZUELA
CHIEF DEPUTY

CERTIFICATE OF CLEARANCE

CERTIFICATE #23-001

This certificate is final and effective only upon the approval of the Yuma County Board of Supervisors.

Pursuant to my authority under A.R.S. 42-19118 I have reviewed the tax status on property in Yuma County for:

Tax Parcel(s): **See Attached List**
Owned By: **See Attached List**
Legal Description: **See Attached List**

The investigation was conducted in order to determine whether any of the situations described in the A.R.S. 42-19118 existed and I have determined that the following situation exist:

All of the listed accounts have been issued a Sheriff's Affidavit stating after a diligent search both the subject property and the person owning the property or the person's successors or assigns have not been located and taxes are declared uncollectible. The Assessor's Office has confirmed validity of each Affidavit and removed the property from the tax roll.

Tax Year	Principal Amount of Tax	Penalty & Interest	Total
MULTIPLE	**$1,802.52**	**$939.11**	**$2,741.63**

Extent of clearance shall be **tax, penalty & interest**, as set forth herein, in the total sum of **$2,741.63**

I hereby certify that I have examined the official records within my office and the tax, penalty & interest as set forth is hereby certified for clearance and deletion from the delinquency list and records under this certificate# **23-001.**

Under my hand and seal

Angela Moreno
Yuma County Treasurer

CERTIFICATE OF CLEARANCE
LIST 23-001

ACCOUNT	NAME	YEARS	TAX AFFIDAVIT	SITUS ADDRESS	PARCEL	TAX	INTEREST	TOTAL
M0001186	WATERS SUSAN M OR CHARLES DWAINE	2021 - 2022	23000163	12705 E SOUTH FRONTAGE RD #131	70166031	$126.96	$16.09	$143.05
M0001534	CLARK PHILLIP K	2013 - 2022	23000240	10430 E MARTINEZ LAKE RD #82	00975843A	$230.92	$175.38	$406.30
M0002631	LAVELLE PETER & PATTY	2013 - 2022	23000239	10430 E MARTINEZ LAKE RD #126	04380019A	$814.64	$621.51	$1,436.15
M0011081	SAMANIEGO MARIA ISABEL	2020 - 2022	23000242	402 S MAY AVE #10	63275110	$113.48	$22.78	$136.26
M0013746	MUNOZ LETICIA	2020 - 2022	23000243	3660 W 5TH ST #7	63274107	$107.00	$21.47	$128.47
M0015194	WATSON J	2020 - 2022	23000238	2837 W 1ST ST #48	63269182	$69.88	$14.19	$84.07
M0074403	RODRIGUEZ MARIA ESTHER	2020 - 2022	23000241	335 E JUAREZ ST	77528027	$171.56	$34.40	$205.96
M0075964	GARCIA ERIK M	2020 - 2022	23000246	865 S DORA AVE	66406127	$168.08	$33.29	$201.37
								$-
								$-
								$-
				TOTALS		**$1,802.52**	**$939.11**	**$2,741.63**

AIR-11968 **Consent Calendar 6.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Accept funds from the State of Arizona Department of Emergency and Military Affairs (DEMA)

Submitted By: Leon Wilmot **Prepared by:** Adriana Alvarado

Department: Sheriff

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Sheriff's Office: **a)** Authorize the Sheriff to accept and sign the grant award from the State of Arizona Department of Emergency and Military Affairs (DEMA) in the amount of $18,472,261.00. These funds will be used towards radio and software upgrades and user fees for the law enforcement members of the Yuma Regional Communication System (YRCS). Funds will also be used to expand and upgrade the current helicopter contract. Expenses and fees associated with the sanitation services that have been placed along the United States/Mexico border are also included in this grant, and; **b)** Authorize the Chairman to sign the Agreement.

2. SUMMARY:

The Yuma County Sheriff's Office has been awarded funds in the amount of $18,472,261.00 by the State of Arizona Department of Emergency and Military Affairs. This award will be used to fund radio and public safety software upgrades and user fees for the law enforcement members of the Yuma Regional Communication System (YRCS). Funds will be used to expand the current helicopter contract over the next four (4) years; extending this contract will give the Sheriff's Office access to a larger helicopter with increased capabilities. Funds will also be used towards expenses and fees related to the sanitation services that Yuma County has placed along the United States/Mexico border.

Attachments:
DEMA Grant Agreement

3. RECOMMENDED MOTION:

a) Authorize the Sheriff to accept and sign the grant award from the State of Arizona Department of Emergency and Military Affairs (DEMA) in the amount of $18,472,261.00. These funds will be used towards radio and software upgrades and user fees for the law enforcement members of the Yuma Regional Communication System (YRCS). Funds will also be used to expand and upgrade the current helicopter contract. Expenses and fees associated with the sanitation services that have been placed along the United States/Mexico border are also included in this grant, and; **b)** Authorize the Chairman to sign the Agreement.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 03.13.2023.
Approved Gil Villegas, jr.

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 3/10/2023.

6. COUNTY ADMINISTRATOR:

Fiscal Impact

General Ledger Fund Name: Sheriff Other Grants
Project #:
Funds Available Y / N: Y
Grants/Projects - Title:
Award #:
Account #: 02306.3300
Fiscal Impact/Budget Amendment Resolution No.:
Budget authority will be established as needed for the rest of FY2022/23, remaining balance will be added to FY2023/24 budget.

Attachments

DEMA Agreement
GRF

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M23-0007

Effective Date: October 1, 2022
Termination Date: December 31, 2027

Agreement Title: Yuma County, Border Fencing and Technology, Laws 2022 Chapter 334, Section 1.

YUMA COUNTY AGREEMENT ADMINISTRATORS	DEMA AGREEMENT ADMINISTRATOR
Yuma County 198 South Main Street, Yuma, AZ 85364 Contact Name: Ian McGaughey, County Administrator Phone Number: (928) 373-1010 Email: Ian.McGaughey@yumacountyaz.gov	Arizona Department of Emergency and Military Affairs 5645 East McDowell Road, Bldg. M5800 Phoenix, AZ 85008 Contact Name: Kyle Matthew, Chief Procurement Officer Phone Number: (602) 464-6491 Email: Kyle.Matthew@azdema.gov
Yuma County Sheriff's Office 141 South 3rd Avenue Yuma, AZ 85364 Contact Name: LT Jay Carlson, Project Manager Phone Number: (928) 539-7829 Email: Jay.Carlson@ycso.yumacountyaz.gov	

THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **YUMA COUNTY** and the **YUMA COUNTY SHERIFF'S OFFICE** [hereinafter referred to together as "County", authorized to contract pursuant to A.R.S. § 11-201]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the County and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the County for the purposes outlined in Section 26-105, Arizona Revised Statutes.

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement.

Executed this day by the duly authorized officer of the Eligible Entity:

Yuma County	Arizona Department of Emergency and Military Affairs
Signature	**Signature**
Printed Name **Martin Porchas**	**Printed Name** **Major General Kerry L. Muehlenbeck**
Title **Chairman, Yuma County Board of Supervisors** **Date** _____	**Title** **The Adjutant General** **The above referenced Agreement is hereby executed this** _____**Day of**_____, **20**_____

Yuma County Sheriff's Office
Signature
Printed Name **Leon N. Wilmot**
Title **Yuma County Sheriff** **Date** _____

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the County with which to purchase and/or install border security technologies including cameras, sensors, drones, software, and/or other surveillance equipment, and to pay administrative costs, conducted by the County to be reimbursed by DEMA.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and Yuma County and the Yuma County Sheriff's Office together (The County), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "County" means Yuma County and the Yuma County Sheriff's Office together, unless context requires that they be treated as separate entities. Unless treated as separate entities, Yuma County and the Yuma County Sheriff's Office shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or Yuma County.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating Yuma County and the Yuma County Sheriff's Office as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating Yuma County and the Yuma County Sheriff's Office as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of $18,472,261.00 was appropriated in FY2023 and transferred to the Border Security Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the County. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the County under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the County under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the County for the purposes identified in this Agreement and shall be used to supplement funds already available to the County for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payments shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation from the County.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the express, written, prior consent of the other Party.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, to December 31, 2027.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For Yuma County:	For DEMA:
Name: Jay Carlson	**Name: Darlene Quihuis**
Title: Lieutenant, Project Manager	**Title: Assistant Director**
Phone: (928) 539-7829	**Phone: (602) 464-6454**
Email: Jay.Carlson@ycso.yumacountyaz.gov	**Email: Darlene.Quihuis@azdema.gov**

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For Yuma County:	For DEMA:
Name: Jay Carlson	**Name: Kyle A. Matthew**
Title: Lieutenant, Project Manager	**Title: Chief Procurement Officer**
Address: 141 South 3rd Avenue, Yuma, AZ 85364	**Address: 5645 East McDowell Road, Phoenix AZ 85008**
Phone: (928) 539-7829	**Phone: (602) 464-6491**
Email: Jay.Carlson@ycso.yumacountyaz.gov	**Email: Kyle.Matthew@azdema.gov**

13.3 Reports and deliverables shall be sent in accordance with Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The County shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the County to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the County shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. DEMA or the County may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the County, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the County without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the County shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the County may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the County's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the County utilize contractor(s), the County's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

> To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Yuma County, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name Yuma County, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of Yuma County, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the County shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the County shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The County shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

25. Antitrust Recovery: The County assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the County toward fulfillment of this Agreement.

26. Compliance with Laws. The County agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM A
SCOPE OF WORK

1. **Project Title:** Yuma County, Border Fencing and Technology.

2. **Project Timeline:** October 1, 2022, to December 31, 2027.

3. **Purpose:**

   a. Reimburse Yuma County for costs incurred to purchase or install border security technologies including cameras, sensors, drones, software, and/or other surveillance equipment, and to pay administrative costs.

4. **Tasks:**

   a. Purchase supplies and equipment in accordance with the budget approved by DEMA. Copies of all contracts are to be provided to DEMA upon request.

5. **Cost**
   a. Not to exceed $18,472,261.00.

6. **Reporting Requirements and Deliverables:**

TABLE 3

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. **Period of Performance:** **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

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Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

TABLE 3				
Timeframe	**Deliverable**	**Description**	**Due Date**	**Send To:**
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. **Period of Performance:** **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

a. Ensure all procurement of goods and services are following established applicable procurement law and the County's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.

b. All Border Security funds must be accounted for by the County in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at https://gao.az.gov/publications/saam.

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ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2027

ACCOUNT CLASSIFICATION	AMOUNT
Personnel (Not Applicable)	$0
Fringe (Not Applicable)	$0
Travel (Not Applicable)	$0
Equipment	$7,939,511.00
Supplies	$100,000.00
Contractual	$5,058,000.00
Other	$5,374,750.00
Total Direct Costs	**$18,472,261.00**
Administration (Not Applicable)	$0
TOTAL (Not to Exceed)	**$18,472,261.00**

With prior written approval, the County is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.

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ADDENDUM C
BUDGET AND JUSTIFICATION
October 1, 2022, to December 31, 2027

A. **Personnel:** Not Applicable

B. **Fringe Benefits:** Not Applicable

C. **Travel:** Not Applicable

D. **Equipment (Over $5,000 per item):**

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
Upgraded digital microwave radio links	UNK	$299,511.00	100%	$299,511.00
GTR Suite RF sites	3	$280,000.00	100%	$840,000.00
Public Safety software system	1	$3,800,000.00	100%	$3,800,000.00
Portable and mobile radios compliant with federal encryption standards.	471	$6,369.00	100%	$3,000,000.00

TOTAL EQUIPMENT REQUEST	**$7,939,511.00**

JUSTIFICATION:

Microwave links. This network provides the necessary connectivity from the master site to all RF sites allowing for wide area communications and dispatch radio console sites of all of Yuma County Sheriff's Office's (YCSO's) public safety communications system centers, along with the connectivity of the centers to the Public Safety Software System. The microwave is the backbone that provides the connectivity between RF and dispatch communications centers that allows for wide area radio coverage needed on the southern Arizona border for law enforcement officer safety and the public safety.

In addition, this network provides the data connectivity for the regional public safety software system, allowing for real-time information sharing between public safety communications centers and the officer on the

street. The microwave network is required to provide public safety officers with the proper communication tools required to promote and enhance officer safety in their effort to secure the southern Arizona border from all illegal activities happening on the border and providing safety to Arizona citizens.

GTR Suite RF Sites- Three (3) additional sites are required to enhance portable radio coverage. These sites will be located in areas of the southern border, which currently lack reliable portable radio coverage. These sites will provide the coverage needed to improve communications- thus enhancing officer safety and the security of the U.S-Mexico border.

Public Safety Software System-The Yuma Regional Communication System (YRCS) operates and maintains a Regional 700MHz P25 Phase I Trunked Radio System with two (2) zones. It also operates and maintains a Regional Public Safety Software System (CAD/RMS/Mobile/JMS) that is being used by the local and Tribal public safety entities of the cities of Yuma, Somerton, San Luis, Town of Wellton, Cocopah, and Quechan Indian Tribes along with Yuma County Sheriff including its jail.

The existing 15-year-old system offers minimal interoperability and data sharing. The new software eliminates double data entry for personnel which will help eliminate mistakes yielding better data search retrieval results. With the new mobility applications and analytics that are embedded on the new software, command staff can better make decisions. Additionally, it enhances data sharing between public safety communications centers and officers in real time, thus enhancing interoperability capabilities between Yuma County agencies, improving officer safety and helping law enforcement personnel with discovery of repeat offenders with criminal ties and activities while patrolling and enforcing security in and around border cities, at the same time securing AZ's southern border against the illegal activities that have been on the rise.

Radio interoperability between agencies along the southern border is critical as incidents often cross multiple jurisdictions. This funding request will ensure that all law enforcement agencies participating in the Yuma Regional Communications System (YRCS) possess the required equipment to have direct communications between agencies. YRCS is also currently evaluating expanding the system along the entire length of the southern border; this request will ensure that the radios will have the capability to accomplish this project.

E. Supplies: (Items Costing Less Than $5,000.00 per unit)

Item (1)	Rate (2)	Cost (3)
High-Power user equipment	$1,111.11/ unit x 90 units	$100,000.00

TOTAL SUPPLIES REQUEST	**$100,000.00**

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JUSTIFICATION:

Radio Upgrades are required in order to accomplish the following:

1. Add AES Encryption (comply with Federal agencies encryption mode)
2. Add OTAR operation (use for over-the-air rekeying of encryption keys)
3. Add TDMA operation (interoperability with Phase II systems Pinal, Cochise)

This will allow for enhanced levels of interoperability along the southern AZ border between federal, state, local and tribal Law Enforcement agencies. The High-Powered User Equipment (HPUE) amplifies Patrol vehicles cellular signal to extend FirstNet coverage into remote locations where no coverage is possible with currently used equipment. The amplified signal increases the vehicle's upload speed to support services including live video streams of body cameras, in-car cameras, and drones. The HPUE will enhance Patrol operations through increased use of law enforcement databases in the field, better visibility of Patrol units in remote locations, and support for emerging technologies.

F. Contractual:

Name (1)	Service (2)	Rate (3)	Other (4)	Total Cost (5)
SW Sanitation Services	Sanitation	$3,500.00/month	Multiple Stations	$126,000.00
Western Sky Aviation	Helicopter Service	$1,233,000/year	4-year contract	$4,932,000.00
TOTAL CONTRACTUAL				**$5,058,000.00**

JUSTIFICATION:

SW Sanitation Services. Yuma County provides and pays for 20 temporary portable sanitation facilities and wash stations in highly traveled areas along the southern Arizona border, expending approximately $3,500 per month. Funds will reimburse these costs to the Yuma County Office of Emergency Management over three years. YCSO will submit reimbursement requests for $42,000 each year starting in state FY 2023.

On December 10, 2020, elected officials organized a meeting with local area farmers. One of Yuma County's main industries is agriculture. Many agriculture fields border the U.S.-Mexico border in Yuma County. The farmers requested the meeting due to issues with illegal migrants entering the United States. They expressed frustration with the volume of illegal migrant foot traffic trespassing through the agriculture fields where they have been observed urinating and defecating. These fields are adjacent to the open areas of the U.S.-Mexican Border. Due to the high number of illegal entries, the U.S. Border Patrol was delayed in picking them up for processing.

This resulted in the destruction of large portions of crops thus creating an economic loss and a threat to the nation's food security.

The farmers were concerned with the possibility of a nation-wide food crisis if undetected, soiled produce was distributed. The Yuma County Agriculture Industry produces 90% of the world's green leafy vegetables during the months of October through April. This makes agriculture in Yuma County not only important to the local community, but also important on the national and international level as well.

On December 15, 2020, Yuma County placed 20 temporary portable sanitation facilities and two wash stations in two high foot traffic areas. In December, these areas had 29,787 illegal migrants cross from Mexico into Yuma County and processed by U.S. Border Patrol. Yuma County continues to be a high area of crossing with an average of 25,841 apprehensions each month. In March 2021, YCSO reduced temporary portable sanitation facilities to ten and maintained the two wash stations. YCSO anticipates the need for the temporary portable sanitation facilities to continue for at least the next three years. Yuma continues to have high numbers of illegal migrants in the Yuma Sector with 310,094 apprehensions in FY 2022 (Oct.2021-Sept. 2022).

The issue was critical, and Governor Ducey declared a State of Emergency on January 20, 2021, which noted Yuma County as a concern due to the mass migration of illegal aliens within the Yuma Sector. The declaration is still in effect.

Western Sky Aviation. This contract would allow the YCSO to enhance its current aerial observation program by increasing the flight hours available to patrol desert areas and known smuggling routes. The current program is limited to 20 flight hours per month. These hours are scheduled in cooperation with Border Patrol to ensure that YCSO can provide aerial support during weekends when CBP does not have scheduled air operations. The program has already resulted in the apprehension of over 55 persons. In addition, aerial observers have located and identified previously unknown routes, staging areas, and lookout locations. These areas have been mapped and the Intel has been provided to US Border Patrol for future anti-smuggling operations.

The current levels of illegal immigration present great concern to local area law enforcement, over the possibility that a terrorist organization will utilize the same routes and methods to smuggle illegal weapons or personnel into the United States. The personnel or weapons could then be distributed throughout the United States utilizing the extensive national highway systems or stashed locally in predetermined locations for future acts of aggression against the United States.

G. Other:

Item	Rate	Cost
5-Year maintenance and support	$620,000.00/year x 5 years	$3,100,000.00

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Item	Rate	Cost
Upgrading radios to meet federal encryption standards	$2,250.00/unit x 1,011 units	$2,274,750.00

TOTAL OTHER	**$5,374,750.00**

JUSTIFICATION:

Maintenance and support for a total of five (5) years will ensure that all systems are operating at peak efficiency during the multi-year implementation as well as future years. This will ensure that the system remains viable in support of law enforcement and security along the U.S.-Mexico border.

Over the last four years, Yuma County has expended an average of $1,521,180.00/year to house illegal immigrants in the Yuma County Detention Center. As the amount of illegal border crossings continues to rise, Yuma County is experiencing significant unreimbursed expenses for the incarceration of illegal immigrants. Currently it costs $135.00 per person per day. As the inflation rate rises, associated costs of incarceration also rise. Current estimates include an increase of 7% annually.

H. Total Direct Charges:

TOTAL DIRECT CHARGES	**$18,472,261.00**

I. Administration: Not Applicable

J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS **(Sum of Total Direct Costs and Admin Costs)**	**$18,472,261.00**

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K. BUDGET SUMMARY:

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel						
Fringe						
Travel						
Equipment	$5,639,511.00	$1,500,000.00	$800,000.00			**$7,939,511.00**
Supplies	$100,000.00					**$100,000.00**
Contractual	$1,275,000.00	$1,275,000.00	$1,275,000.00	$1,233,000.00		**$5,058,000.00**
Other	$2,894,750.00	$620,000.00	$620,000.00	$620,000.00	$620,000.00	**$5,374,750.00**
Total Direct Charges	$9,909,261.00	$3,395,000.00	$2,695,000.00	$1,853,000.00	$620,000.00	**$18,472,261.00**
Administration						
Total Project Costs	**$9,909,261.00**	**$3,395,000.00**	**$2,695,000.00**	**$1,853,000.00**	**$620,000.00**	**$18,472,261.00**

*FOR FUTURE REQUESTED YEARS

Attachment 'A'
YUMA COUNTY GRANT REVIEW FORM

Form Initiator: A. Alvarado	Department/Division: Sheriff's Office	Date prepared: March 14, 2023 Telephone: 928-539-7820
Grantor: State of AZ Department of Emergency and Military Affairs	Grant Title Yuma County, Border Fencing and Technology	Grant Term: From: 10/01/2022 To: 12/31/2027
Grant review needed by	Fund no/Dept no: 02302.02.3300	Revenue code: (To be assigned by Financial Services if new)
New Grant $ 18,472,261.00	Amendment No. (Increase $ /Decrease $_____)	

Briefly describe purpose of grant: To purchase and/or install border security technologies including cameras, sensors, drones, software and/or other surveillance equipment and to pay administrative costs.

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service.

Funding Sources	Federal Funds	State Funds	County Funds	Other	Total
Current Fiscal Year		$18,472,261			$18,472,261
Remaining Yrs ____					
Total Revenue		$18,472,261			$18,472,261

Source of County funding (match) if needed (include department name, fund and department number):

Federal Catalog of Federal Domestic Assistance (CFDA) No.:

Method of collecting grant funds: Lump sum payment_____ Quarterly payments_____ Draw____ ____ Reimbursement X

Is reversion of unexpended funds required at end of grant period? Yes No

Cost of Services	Direct	Indirect	Total
Current Fiscal Year	$18,742,261		$18,472,261
Remaining Years _____			
Total Cost	$18,472,261		$18,472,261

Does Grantor accept indirect costs as an allowable expenditure? If yes, dollar amount or percentage allowed:_____

Number of new positions that will be funded from grant: Number of existing positions funded from grant:

Other County agencies impacted:

Does the Agency Head accept all terms of the County=s Grants Management Policy? Yes _____ No_____
If not, which exceptions should be made and why:

ATTACH APPROPRIATE DOCUMENTATION (COPY OF GRANT, AMENDMENT, GRANTING LETTER, EXPLANATION/JUSTIFICATION)

REVIEW BY FINANCIAL SERVICES IS REQUIRED FOR ALL NEW GRANTS, RENEWALS & BUDGET AMENDMENTS
Budget revision required_____ Matching funds identified & available_____ Indirect costs identified_____
Comments:

Signature/Date:_____

REVIEW OF NEW GRANTS BY COUNTY ATTORNEY
Approved as to form Yes_____ No_____
Comments:

Signature/Date:_____

REVIEW BY COUNTY ADMINISTRATOR
Recommend Board: Approve_____ Disapprove_____
Comments:

Signature/Date:_____

AIR-11977 **Consent Calendar 7.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Award contract to Advent Electric, Inc. for CIP 2.2102 Countywide Access Control Upgrade equipment purchase

Submitted By: Ian McGaughey **Prepared by:** Tiffany Anderson

Department: Facilities Management

Special District:

Strategic Pillar: Operational Excellence

Information

1. REQUESTED BOARD ACTION:

Facilities Management: **a)** Award a bid in the amount of $129,595.96 for the Countywide Access Control Upgrade (CIP 2.2102) equipment, and; **b)** Authorize the Facilities Management Director to enter into the contract with Advent Electric, Inc. as the qualified low responsive/responsible bidding contractor.

2. SUMMARY:

All existing County facilities, not including Sheriff's Office facilities, have been upgraded to the VAX Access Control operating system, which is less costly to maintain, more secure and easier to operate than the outdated Continuum operating system. The Countywide Access Control Upgrade Project (CIP 2.2102) also includes the installation of upgraded card readers to allow for use of Smart-technology proxy cards, which are unable to be cloned, and the purchase of a batch of Smart-technology proxy cards.

The project includes the purchase of 475 high security, contactless Smartcard readers and 1,875 high security, contactless Smartcard credentials (proxy cards). Facilities Management staff will complete installation of the new card readers upon receipt.

The RFP for the Countywide Access Control Upgrade Equipment Purchase Project was issued on February 9, 2023. The RFP was posted to the County's webpage, advertised in the Yuma Sun and directly distributed to access control contractors. Two contractors submitted sealed bids by the original close date of February 21, 2023. The respondents were notified on February 23, 2023 of an extension of the bid selection to March 20, 2023 to allow for the Board of Supervisors' award of the contract. The two original respondents were given the opportunity to submit updated pricing in a sealed envelope, if necessary, by March 10, 2023. Neither original respondent provided updated pricing.

After reviewing the two bid proposals, it is recommended to award the contract to Advent Electric, Inc., in the amount of $129,595.96, as the lowest bidder and having fulfilled all requirements of the RFP.

3. RECOMMENDED MOTION:

a) Award bid in the amount of $129,595.96 for Countywide Access Control Upgrade (CIP 2.2102) equipment, and; **b)** Authorize the Facilities Management Director to enter into contract with Advent Electric, Inc. as the qualified low responsive/responsible bidding contractor.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 03.13.2023.
Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 3/14/2023.

6. COUNTY ADMINISTRATOR:

Fiscal Impact

General Ledger Fund Name:	Capital Improvement Fund
Project #:	2.2102
Funds Available Y / N:	Y
Grants/Projects - Title:	County-wide Access Control System Upgrade
Award #:	
Account #:	04407.09.2200.45510.00000.22102

Fiscal Impact/Budget Amendment Resolution No.:

FY2022/23 CIP Budget is $601,223.

Attachments

CIP 2.2102 Access Control Equipment Bids and Review
Notice of Proposal Selection Extension
CIP 2.2102 Access Control Equipment Contract

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov
Facilities Management Director: Tiffany Anderson

March 13, 2023
Mario Rosas
2725 S Ave B
Yuma, Arizona, 85364
Project Number: 22-85364-002
Project Name: County Wide Access Control Equipment Purchase Project

Bid Review and Selection

Vendor 1					
Company Name	Electronic Security Concepts LL	Unit Cost		Sub Total	$ -
Address 1	8320 East Gelding Drive	S&H			
Address 2	Scottsdale, AZ, 85260	Tax	$ -	Included	
Phone Number				Total	$ 151,702.20
Vendor 2					
Company Name	Advent Electric INC	Unit Cost		Sub Total	$ -
Address 1	PO BOX 1938	S&H			
Address 2	Gilbert, Az, 85299	Tax	$ -	Included	
Phone Number				Total	$ 129,595.96
Vendor 3					
Company Name		Unit Cost		Sub Total	
Address 1		S&H			
Address 2		Tax		Included	
Phone Number				Total	Non Contestant
Recommended Vendor					
Company Name	Advetn Electric INC	Total Amount		$	129,595.96
Notes					

Printed Name	Tiffany Anderson	Printed Name	Jose Quezada
Signature		Signature	
Title	Facilities Mgmt. Director	Title	Project Management Specialist
Date	3/13/2023	Date	3/13/2023
Printed Name	Lupe Vargas	Customer Signature	
Signature		Signature	
Title	Office Supervisor	Title	
Date	3/13/2023	Date	

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Facilities Management Director: Tiffany Anderson

February 22, 2023
Mario Rosas
2725 S Ave B
Yuma, Arizona, 85364
Project Number: 22-85364-002
Project Name: County Wide Access Control Equipment Purchase Project

BID Receipt Acknowldegement (Committee Review)

Company Name	Electronic Security Concepts LLC	Company Name	Advent Electric INC
Address 1	8320 East Gelding Drive	Address 1	PO BOX 1938
Address 2	Scottsdale, AZ, 85260	Address 2	Gilbert, Az, 85299
Bid Recevied	2/9/2023	Bid Recevied	2/16/2023
Total proposal	$ 151,702.20	Total proposal	$ 129,595.96
Company Name		Company Name	
Address 1		Address 1	
Address 2		Address 2	
Bid Recevied		Bid Received	
Total proposal		Total proposal	

Notes:
The bid was published in the Yuma Daily Sun AD #159361
Advent Electric bid is good up to 02/24/2023. Facilities Management cannot order by that date.

***The bid proposals were opened and witnessed by the employees below.

Printed Name	Tiffany Anderson	Printed Name	Jose Quezada
Signature		Signature	
Title	Facilities Mgmt. Director	Title	Project Management Specialist
Date	2/22/2023	Date	2/22/2023
Printed Name	Mario Rosas	Printed Name	
Signature		Signature	
Title	FASS Supervisor	Title	
Date	2/22/2023	Date	

Exhibit A - Contractor Proposal

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Contractor	ADVENT ELECTRIC INC	License Number	183727
Address	P.O. BOX 1938	Project Number	22-85364-002
City, State, Zip	GILBERT AZ 85299	Project Name	COUNTY WIDE ACCESS CONTROL
Phone	602 697 4422		EQUIPMENT PURCHASE

Sub-Contractor List

Company	N/A	Type of work	
Company		Type of work	
Company		Type of work	
Company		Type of work	
Company		Type of work	

Costs

Item #	Description	Amount ($)
1 – Item 1	475 Each: VAX-CR-35L	108,509.00
2 – Item 2	1875 Each: VAX-CSC-2	12,937.50
3.		
4.		
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10.		

Please fill out materials list and equipment specifications, scope of work, and any product description that describes the purchase. Equipment Specifications should be attached.

Shipping	INCLUDED
Sub total	121,444.50
Taxes	8,151.36
Final Price Total	129,595.96

***Please Review Attachment A of RFP for proposal Exhibit A submission.

Name	Signature	Title	Date
THANH (LEE) TRINH		MANAGER	2/16/2023

Attachment A - Material, Scope, Bid Dates, & Deadlines

22-85364-002-County Wide Access Control Equipment Purchase Project

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Facilities Management Director: Tiffany Anderson		Bid Conference Date	Not Applicable
February 9, 2023		Project Site Adress	Yuma County Wide
Project Owner:	Mario Rosas	City, State, Zip	
Project #:	22-85364-002	RFI Deadline	2/15/2023
Project Name:	County Wide Access Control Equipment Purchase Project	Addendum Deadline	2/17/2023
		Bid Closure	2/21/2023
Email:	Mario.Rosas@yumacountyaz.gov	Bid Selection Date	2/22/2023

Bid Submittal Procedure

Submit the Bid as selected below by 5:00 pm. On the date specified above.

☐ Email ☑ Mail/Deliver to Address in Letterhead on a sealed envelope.

Bid Conference

There will NOT be a bid conference to review the scope of work.

Close Out Documents

Close out Documents must be submitte no later than 10 businness days after project completion. The close out documents must be accepted to receive full payment.

☐ Drawings / Shop Drawings

☑ Materials and Equipment List with model numbers and serial numbers

☑ Manufacturer Specifications and Manuals

☑ Warranty letters

☐ Permit

☐ Inspections

☐ Before Pictures

☐ After Pictures

☐ Punch List Items and final signature of completion

☐ Sub Contractor List and Description of work

☐ Other items detailed in scope of work

Attachment A - Material / Equipment Specification

22-85364-002-County Wide Access Control Equipment Purchase Project

Item	QTY.	Description	Model
1	475	Mobile Ready Contactless Smartcard reader; high security	VAX-CR-35L
2	1875	Mobile and Contactless Smartcard Credentials; high security	VAX-CSC-2
3			
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Exhibit A - Scope of Work

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Special Installation Notes and Scope of Work

Please Describe how the work will be performed:

Example:
1. Material Order - (Sept 2022 - November 2023) (Approximate)
2. Mobilize - December 2023 - Will use crane for moving HVAC equipment to roof.
3. Labor - (December 2023)- 5 days of work. Crew Size of 5.
   - Sub Contractor - Demo explain details
   - Sub Contractor - Mechanical explain details
   - Sub Contractor - Electrical explain details
4. Demobilize - January 2024

Special Installation Notes and Scope of Work

ORDER 2/24/2023

DELIVERY ANTICIPATE: WITHIN 4 WEEKS

Exhibit A - Contractor Proposal

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Contractor	Electronic Security Concepts LLC	License Number	Contractors License: 157138
Address	8320 East Gelding Drive	Project Number	RFP 22-85364-002
City, State, Zip	Scottsdale, AZ, 85260	Project Name	County Wide Access Control Equipment Purchase Projec
Phone	480-947-6032		

Sub-Contractor List

Company	n/a	Type of work	n/a
Company		Type of work	
Company		Type of work	
Company		Type of work	
Company		Type of work	

Costs

Item #	Description	Amount ($)
1 – Item 1	475 Each: VAX-CR-35L	125,400.00
2 – Item 2	1875 Each: VAX-CSC-2	15,000.00
3.		
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Please fill out materials list and equipment specifications, scope of work, and any product description that describes the purchase. Equipment Specifications should be attached.

Shipping	$ 0.00
Sub total	$ 140,400.00
Taxes	$ 11,302.20
Final Price Total	$ 151,702.20

***Please Review Attachment A of RFP for proposal Exhibit A submission.

Name	Signature	Title	Date
Joseph W. Menke	Joe Menke	President	02/9/2023
Name	Signature	Title	Date
Name	Signature	Title	Date

Attachment A - Product Description

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Product Description

VAX-CR-35L
Mobile-Ready Contactless SmartCard Reader

VAX-CSC-2
Mobile and Contactless Smartcard Credentials; High Security Clamshell style

Exhibit A - Scope or Work Continued

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Special Installation Notes and Scope of Work

See above.

Exhibit A - Material / Equipment Specification

Item	QTY.	Product Code / Description	Unit Price	Total
1	475	VAX-CR-35L	264.00	125,400.00
2	1875	VAX-CSC-2	8.00	15,000.00
3				
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Exhibit A - Scope of Work

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Special Installation Notes and Scope of Work

Please Describe how the work will be performed:

Example:
1. Material Order - (Sept 2022 - November 2023) (Approximate)
2. Mobilize - December 2023 - Will use crane for moving HVAC equipment to roof.
3. Labor - (December 2023)- 5 days of work. Crew Size of 5.
   - Sub Contractor - Demo explain details
   - Sub Contractor - Mechanical explain details
   - Sub Contractor - Electrical explain details
4. Demobilize - January 2024

Special Installation Notes and Scope of Work

1. Material Order - (February 2023 or as soon as PO is received).
2. Parts will be delivered to Yuma County.
3. Invoice for payment will be sent to Yuma County.

Attachment A - Product Description

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Product Description
See above.

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (Tel) |928.817.5147 (Fax) | facilities@yumacountyaz.gov
Tiffany Anderson – Facilities Management Director

Date: 2/7/2023

From:
Mario Rosas EIT
Fire and Security Systems Supervisor
Yuma County Facilities Management.
Office: 928 8175141
Email: mario.rosas@yumacountyaz.gov

To: Electronic Security Concepts LLC
8320 East Gelding Drive
Scottsdale, AZ 85260
(480) 947-6032

RFP 22-YC-Access Control Upgrade_High Security Cards RevA

Item	Qty.	Model	Description	Unit Price	Extended	S. Total
			Facility 2725 FM			
1	7	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	1,848.00	1,848.00
2	50	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	400.00	400.00
			Facility 2717 ITS			
1	11	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	2,904.00	2,904.00
2	40	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	320.00	320.00
			Facility 2440 Juve			
1	48	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	12,672.00	12,672.00
2	400	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	3,200.00	3,200.00
			Facility 2550 ASR_TRS			
1	48	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	12,672.00	12,672.00
2	40	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	320.00	320.00
			Facility 4343 PW			
1	22	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	5,808.00	5,808.00
2	60	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	480.00	480.00
			Facility 198 Admin			
1	48	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	12,672.00	12,672.00
2	40	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	320.00	320.00
			Facility 198 Admin			
1	13	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	3,432.00	3,432.00
2	100	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	800.00	800.00
			Facility 102 Elec_Rec			
1	18	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	4,752.00	4,752.00
2	30	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	240.00	240.00
			Facility 2200 Health			
1	19	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	5,016.00	5,016.00
2	160	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	1,280.00	1,280.00
			Facility 2351 DDS			
1	70	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	18,480.00	18,480.00
2	80	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	640.00	640.00
			Facility 1358 South Co. JP2 SL			
1	39	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	10,296.00	10,296.00
2	25	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	200.00	200.00
			Facility 10260 East Co. JP3 Wellton			
1	38	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	10,032.00	10,032.00
2	250	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	2,000.00	2,000.00
			Facility 405 APO			
1	24	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	6,336.00	6,336.00
2	200	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	1,600.00	1,600.00
			Facility 250 Court House			
1	70	VAX-CR-35L	MOBILE-READY CONTACTLESS SMARTCARD READER	264.00	18,480.00	18,480.00
2	400	VAX-CSC-2	MOBILE AND CONTACTLESS SMARTCARD CREDENTIALS; high-security	8.00	3,200.00	3,200.00

Note: .
VAX-CR-35L Qty 475
VAX-CSC-2 Qty 1875

Sub-Total	140,400.00
Taxes	11,302.20
Shipping	00.00
Total	151,702.00

Notes:
Provide your best price and availability.
Make reference to RFP name
Include shipping cost and taxes
Include this format with itemized amounts
Due Date:
2/9/2023 3:00PM

Yuma County Facilities Management
2725 S. Avenue B
Yuma, AZ 85364
928.817.5100 (P) |928.817.5147 (F) | facilities@yumacountyaz.gov

Facilities Management Director: Tiffany Anderson

Jose Quezada
2725 S Ave B
Yuma, Arizona, 85364

February 23, 2023

Project Number:	22-85364-002
Project Name:	County Wide Access Control Equipment Purchase Project

Notice of Proposal Selection Extension

Dear Proposers,

This letter is to officially notify your company that Yuma County Facilities Management is extending the proposal selection until March 20, 2023 for approval from the Board of Supervisors. Any updates to your proposal to account for the extension must be submitted in a sealed envelope no later than 5:00 p.m. on Friday, March 10, 2023, with the ability to hold bid pricing until the contract can be fully executed, which will be no later than Friday, March 24, 2023. Your existing proposal will be used for selection if a new proposal is not received by this deadline.

If you have questions, please feel free to contact me.

Sincerely,

Jose Quezada

Project Management Specialist
Yuma County Facilities Management
2725 S Ave B
Yuma, Arizona, 85364
928-294-5911
jose.quezada@yumacountyaz.gov

Yuma County Facilities Management
Director: Tiffany Anderson
POC: Jose Quezada
POC #: 928-294-5911

Project Number: 22-85364-002
Project Name: County Wide Access Control Equipment Purchase Project
Project Contract Date: 03/20/2023
Company: Advent Electric, Inc.
Bid Amount: $129,595.96 **Bid Date**: 02/16/2023

Address: 2725 S Avenue B | Yuma, AZ 85364 | Phone: 928.817.5100 | Fax: 928.817-5147

CONTRACT

This contract dated as of **March 20, 2023**, is by and between Yuma County, a political subdivision of the State of Arizona, hereinafter referred as the County, and **Advent Electric, Inc.**, of **Gilbert, AZ**, hereinafter referred as the Contractor.

The Contractor has covenanted, and agreed, for and in consideration of the payments made as provided for in the proposal and specifications, to the Contractor by the County, at the proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by the Agreement, free from all claims, liens and charges whatsoever, in the manner, and under the conditions hereinafter specified, that are necessary for the **22-85364-002 County Wide Access Control Equipment Purchase Project**, in accordance with the dollar amount of **$129,595.96**, for said service. Work to be performed in accordance with your scope of work dated **February 16, 2023**. All work must adhere to the terms and conditions of this contract and all other documents associated with this solicitation.

Notwithstanding any terms to the contrary contained in any other documents associated with this solicitation, Contractor agrees that the project shall be fully invoiced after the completion of the project unless progress billing is detailed below and approved by this contract.

Progress Billing Details (Not Applicable If Empty)		
Item No.	Billing Item	Amount ($)

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications. Any requirements appearing in one portion of the documentation, but not in others, shall be executed according to the true intent and meaning of the said specifications the same as though they were contained and described in all portions of the documentation, and applicable industry standards shall apply.

The Contractor shall provide all necessary personnel and labor, and such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed by the Contractor that all state and federal statutes, rules and regulations which are applicable to provisions of the services called herein shall be obeyed. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee or

agent of the County.

It is further agreed that all work shall be inspected by the County, or it's properly authorized agents, and accepted or rejected as meeting County requirements and specifications. The County shall have full power to reject or condemn all materials furnished or work performed under this contract which does not conform to the terms and conditions herein expressed.

Non-Appropriation Clause: Contractor/firm acknowledges that the County is a government entity and the contract validity is based upon the availability of public funding under its authority. In the event that the public funds are unavailable and not appropriated for the performance of County's obligation under this Contract, then this Contract shall automatically expire without penalty to the County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure.

Hold Harmless Clause: The Contractor agrees to defend, indemnify and hold harmless Yuma County from all losses, liability, claims or expenses (including reasonable attorney fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor/firm, except to the extent same are caused by the negligence or willful misconduct of Yuma County. It is the intent of this section to require the Contractor to indemnify Yuma County to the extent permitted under Arizona law.

Entire Agreement Clause: The Contractor and the County have read this agreement and agree to be bound by all of its terms, and further agree that it constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

Non-Waiver of Enforceability: Failure of the County to enforce at any time, any of the provisions of this Contract, or to request at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Contract or any part thereof, or the right of the County to enforce each and every provision.

Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. If any part of this contract is found by a court to be unenforceable, the remaining provisions shall, nonetheless, be enforceable to the extent allowed by law.

To prevent all disputes and litigation, it is further agreed by and between the County and the Contractor/firm, that the Yuma County Facilities Management Department shall

determine all questions in relation to the work thereof, and it shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor/firm and its estimates and decisions shall be final and conclusive; and such estimates and decisions, in case any question may arise, shall be a condition precedent to the right of said Contractor to receive any money or compensation for anything done or furnished under this contract.

Insurance: The Contractor shall provide proof of and maintain comprehensive general liability insurance in an amount equal to ten (10) times the contracted amount of this Contract. Additionally, the Contractor shall provide proof of Worker Compensation insurance in an amount not less than Five Hundred Thousand dollars ($500,000), and Automobile Liability insurance in an amount of $100,000/$300,000/$100,000 (per person/occurrence). All proof of insurance must list the County as an additional insured party.

Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Yuma County. Yuma County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Yuma County and to cooperate with Yuma County's inspections.

Conflict of Interest: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

Execution: The Notice to Vendors, Information for Offerors, General Conditions, Specifications, Exhibits and Addenda thereto, are hereby understood to be a part of this Contract.

Israel Boycott Certification: Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement. This section only applies to projects with a value of $100,000 or more.

Forced Labor: Pursuant to A.R.S. § 35-394, if the Contractor engages in for-profit activity and has ten (10) or more full-time employees, the Contractor hereby certifies that

it does not currently, and agrees for the duration of the contract that it will not, use (1) the forced labor of ethnic Uyghurs in the People's Republic of China, or (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or (3) any contractors, subcontractors, or supplies that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of this Agreement 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 the Contractor does not provide the County with a written certification that is has remedied the noncompliance within one hundred eighty (180) days after notifying County of the noncompliance, this Agreement shall terminate immediately. In the event that the Agreement termination date occurs before the end of the remedy period, this Agreement shall terminate on the termination date.

YUMA COUNTY, ARIZONA

DEPARTMENT/AGENCY REPRESENTATIVE

Printed Name: _____

Signature: _____

Title: _____

CONTRACTOR

Printed Name: _____

Signature: _____

Title: _____

YUMA COUNTY FACILITIES MANAGEMENT

Printed Name: _Tiffany Anderson_____

Signature: _____

Title: _Facilities Management Director

NOTARY

Printed Name: _____

Signature: _____

Today's Date: _____

Expiration Date: _____

Official Stamp:

Approved as to Form:
COUNTY ATTORNEY

Printed Name: _Jessica L. Holzer_____

Signature: _____

Title: _Deputy County Attorney_____

AIR-11974 **Consent Calendar 8.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Appoint Martha Gonzalez to the Library District Board of Trustees

Submitted By: Lisa Mendez **Prepared by:** Sandra Gutierrez

Department: Library District

Special District: Library District

Strategic Pillar: Effective Governance

Information

1. REQUESTED BOARD ACTION:

Free Library District: Confirm the appointment of Martha Gonzalez to represent the City of Somerton on the Yuma County Free Library District Board of Trustees, as follows: **a)** Appointment to fill the remainder of Francisco Vasquez's term, effective March 20, 2023 through June 30, 2023 and; **b)** Appointment for a three-year term, effective July 1, 2023, through June 30, 2026.

2. SUMMARY:

Francisco Vasquez, City of Somenton Representative on the Free Library District Board of Trustees, resigned on December 13, 2022. Mr. Vasquez's current term expires on June 30, 2023.

Martha Gonzalez has been appointed to represent the City of Somerton on the Free Library District Board of Trustees. Ms. Gonzalez would fill the remainder of Mr. Vasquez's unexpired term and proceed to serve a full three-year term.

The Yuma County Board of Supervisors, sitting as the Yuma County Free Library District Board of Directors, is asked to confirm the appointment.

This action is consistent with the bylaws of the Free Library District Board of Trustees.

3. RECOMMENDED MOTION:

Confirm the appointment of Martha Gonzalez to represent the City of Somerton on the Yuma County Free Library District Board of Trustees, as follows: **a)** Appointment to fill the remainder of Francisco Vasquez's term, effective March 20, 2023 through June 30, 2023, and; **b)** Appointment for a three-year term, effective July 1, 2023 through June 30, 2026.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form and authority. TWF 3/13/2023

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 3/13/23

Fiscal Impact

Attachments

Request to City of Somerton
Response from City of Somerton
Current Members List Redacted

YUMA COUNTY LIBRARY DISTRICT

HERITAGE · FOOTHILLS · SAN LUIS · SOMERTON · WELLTON · MAIN ROLL · DATELAND

Lisa Mendez - Director
Ashley Jones – Deputy Director

Main Library/District Office
2951 S. 21st Dr.
Yuma, AZ 85364
Ph: (928) 782-1871
Fax: (928) 782-9420

Heritage Branch
350 Third Avenue
Yuma, AZ 85364
Ph: (928) 782-1871
Fax: (928) 783-5840

Dateland Branch
Dateland Elementary School
1300 S. Ave. 64E
Dateland, AZ 85333
Ph: (928) 454-2242
Fax: (928) 454-2217

Foothills Branch
13226 E. South Frontage Rd
Yuma, Arizona 85367
Ph: (928) 342-1640
Fax: (928) 305-0497

Roll Branch
Mohawk Valley School
5151 S. Avenue 39E
Roll, AZ 85347
Ph: (928) 785-3701
Fax: (928) 785-3701

San Luis Branch
Literacy Program
1075 N. 6th Avenue
San Luis, Arizona 85349
Ph: (928) 627-8344
Fax: (928) 627-8296

Somerton Branch
240 W. Canal Street
Somerton, AZ 85350
Ph: (928) 627-2149
Fax: (928) 627-8345

Wellton Branch
28790 San Jose Ave
Wellton, Arizona 85356
Ph: (928) 785-9575
Fax: (928) 785-4410

December 14, 2022

Mayor Gerardo Anaya
Members of the Somerton City Council
City of Somerton
P.O. Box 638
Somerton, AZ 85350

Dear Mayor and Members of the Council,

Francisco Vasquez, City of Somerton representative on the Yuma County Library District Board of Trustees, has resigned from his position on this Board effective December 14, 2022.

The current term for Mr. Vasquez expires June 30, 2023, therefore a replacement will need to be found.

It is our hope that the City of Somerton will be able to recommend an individual to serve on this Board as soon as possible, so the City of Somerton will be fully represented.

Please let us know if we can be of assistance.

Thank you.



Sandra Gutierrez
Administrative Assistant

cc: Andrea Moreno, Deputy City Clerk

From: **Louie Galaviz** <louiegalaviz@somertonaz.gov>
Date: Wed, Feb 22, 2023 at 9:01 AM
Subject: Library Board
To: lisa.mendez <lisa.mendez@yumalibrary.org>
Cc: Martha Gonzalez <marthagonzalez@somertonaz.gov>

Good Morning Lisa,

At last nights Council meeting Councilwoman Martha Gonzales was appointed to represent Somerton area. Could you provide her the information she will need to start preparing for next meeting. I have copied her on this email if you could send her the info. Thank you

Lizandro " Louie" Galaviz
City Manager
City of Somerton | 143 N State Ave.|PO Box 638
Somerton, Az 85350
Office: (928)- 722-7343 | Cell: (928) 323-5785
Louiegalaviz@somertonaz.gov | www.somertonaz.gov

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Yuma County Free Library District Board of Trustees FY 2022/23

County	Trustee	Address	Telephone/E -Mail	Originally Appointed	Current Term Expires
	Lorraine (Lori) Stofft			11/01/21#C11 Replaced Bill Regenhardt, Reappointed 05-02-22; C7	06/30/2025
	Nancy Tucker			05/02/22 #C6 Appointed by BOS 05/02/22 Replaced Alyssa Lines	06/30/2023
	Mark Schauer (Vice President)			06/04/18#C12 Replaced Nicolle Griffin Re-appointed: 04/19/21#C7	06/30/2024
City of Yuma	**Trustee**	**Address**	**Telephone/E-Mail**	**Appointed**	**Term Expires**
	Pat Riley, Sr.			Appointed 11/16/16 Replaced Sharon White Confirmed by BOS 12/19/16 Re-appointed: 06/19/17#C17, 06/01/20#C8	06/30/2023
	Emilia N. Cortez (Madam President)			Appointed 09/06/17; Replaced Brian Ewing Request to BOS to confirm 09/18/17 Reappointed 06/03/19 Reappointed 05/02/22, #C5	06/30/2025
	Carolyn Renzy			Appointed 11/06/17, #C12 to replace Mike Foree who resigned 9/6/17 Reappointed 06/04/18 #13, 04/19/21#C8	06/30/2024
City of San Luis	**Trustee**	**Address**	**Telephone/E-Mail**	**Appointed**	**Term Expires**
	Africa Luna Carrasco			10/27/10 City of San Luis) 12-13-10 (Yuma Co.) Re-appointed: 06/20/11; #C12; 06-02-14, #C22; 06/19/17 #C16; 06/01/20 #C11	06/30/2023
City of Somerton	**Trustee**	**Address**	**Telephone/E-Mail**	**Appointed**	**Term Expires**
	~~Francisco Vasquez~~ Stepped down 12/13/22			04/19/04 Reappointed: 06-06-11, #C22; 06-02-14, #C21; 06/19/17 #C14; 06/04/18; 06/01/20 #C10	06/30/2023
Town of Wellton	**Trustee**	**Address**	**Telephone/E-Mail**	**Appointed**	**Term Expires**
	Sandy Watts			Appointed: 12/05/2022 Replaced Joyce Seriale 12/05/22	06/30/2023

AIR-11971 **Consent Calendar 9.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Appoint Democratic Party Precinct Committeemen

Submitted By: Kika Guzman **Prepared by:** Kika Guzman

Department: Recorder/Elections

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Recorder/Elections: As requested by the Yuma County Democratic Party, approve Democratic Precinct Committeemen appointments to fill vacancies for terms that will expire on October 1, 2024.

2. SUMMARY:

The Yuma County Democratic Party has submitted the names of the following individuals for appointment to fill precinct committeemen vacancies:

Precinct 11: Gary Jones
Precinct 41: Branden Freeman
Sergio Perez

A.R.S. § 16-821(B) states "The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeemen. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party."The eligibility of all recommended appointees has been verified through the voter registration system.

3. RECOMMENDED MOTION:

As requested by the Yuma County Democratic Party, approve as presented, the Democratic Precinct Committeemen appointments to fill vacancies for terms that will expire October 1, 2024.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. J. Holzer, 3/10/2023.

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey, 3/11/23

Fiscal Impact

Attachments

Chairperson Letter
Democratic PC List

Yuma County Democratic Party
P.O. Box 681 Yuma,AZ,85366

February 21st, 2023

Yuma County Board of Supervisors
Marco A. Reyes, Chairman County
Administration Building 198 S Main
Street Yuma, AZ 85364

Dear Yuma County Board of Supervisors:

The Yuma Democratic Party would like to submit for your approval the following persons as appointed Precinct Committeepersons for Yuma County, State of Arizona.

Precinct 11, Gary Jones, 7863 E 26th St Yuma, AZ 85365

Precinct 41, Branden Freeman, 3825 W 19th Ln Yuma, AZ 85364

Precinct 41, Sergio Perez (resigned from precinct 15 due to move) 3825 W 19th Ln Yuma, AZ 85364

Your attention to and approval of our appointments submission is greatly appreciated.

Yours
truly,

Xanthe Bullard, Chair, Yuma County Democratic Party

DEMOCRATIC PRECINCT COMMITTEEMEN

2022 Primary Election

Terms expire on October 1, 2024

Updated on 9/12/2022

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
1	1	Mark Newton		8/2/2022
	2			
	3			
	4			
	5			
2	1	Florence Ezell		8/2/2022
	2	Lenore Stuart		8/2/2022
	3	Jerry Stuart		8/2/2022
	4			
	5			
	6			
3	1	Solomon Jones		8/2/2022
	2			
	3			
	4			
	5			
	6			
4	1	Allison Essinger		8/2/2022
	2	James Essinger		8/2/2022
	3	Bryce Presley		8/2/2022
	4	Burton Schapiro		8/2/2022
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
5	1	Jon Smith		8/2/2022
	2			
	3			
	4			
	5			
	6			
6	1	Gladys Anaya		8/2/2022
	2	Gerardo Anaya		8/2/2022
	3	Helen Anaya		8/2/2022
	4	Gema Felix		8/2/2022
	5	Jorge Lozano		8/2/2022
	6	Martin Porchas		8/2/2022
	7	Antonio Porchas		8/2/2022
	8			
	9			
	10			
	11			
7	1	Patricia Anaya		8/2/2022
	2	Laisha Garcia Gonzalez		8/2/2022
	3	Martha Garcia		8/2/2022
	4	Rosa Elva Heredia		8/2/2022
	5	Maria Del Pilar Porchas		8/2/2022
	6	Manuel Jesus Porchas		8/2/2022
	7	Lorena Zendejas Delgadillo		8/2/2022
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
8	1			
	2			
	3			
	4			

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
9	1	Jason Bradley		8/2/2022
	2	Karen Watts		8/2/2022
	3			
	4			
10	1	Thomas Rutherford		8/2/2022
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
11	1			
	2			
	3			
	4			
	5			
	6			
12	1	Rina Wojcik		8/2/2022
	2	Tymmi Woods		8/2/2022
	3			
	4			
	5			
13	1	Douglas Jennings		8/2/2022
	2			
	3			
	4			
	5			
	6			
	7			
	8			
14	1			
	2			
	3			

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
15	1	Michael Lundy		8/2/2022
	2	Thelma Lundy		8/2/2022
	3	Sergio Perez		8/2/2022
	4			
	5			
	6			
16	1			
	2			
	3			
	4			
	5			
17	1	Beth Masse		8/2/2022
	2	Christina Waltemire King		8/2/2022
	3			
	4			
	5			
	6			
	7			
	8			
18	1			
19	1			
20	1			
	2			
	3			
	4			
	5			
	6			
21	0			
22	1	Heather I. Price		8/2/2022
	2			
	3			
	4			
	5			
	6			
	7			
23	1			
	2			
	3			
	4			
	5			

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
24	1	Xanthe Bullard		8/2/2022
	2	John Sousan		8/2/2022
	3	Robert Sparrier		8/2/2022
	4			
	5			
	6			
	7			
	8			
	9			
	10			
25	1	Mary Margaret "Kitti" Braden		8/2/2022
	2	Darlene Greene		8/2/2022
	3	Karl Koenig		8/2/2022
	4	Teri Koenig		8/2/2022
	5			
	6			
26	1	Jeanne L. Glover		8/2/2022
	2	Sherwood Glover		8/2/2022
	3			
	4			
27	1			
	2			
	3			
	4			
28	1	Jesús Lugo		8/2/2022
	2			
	3			
	4			

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
29	1	Abigail Carrasco		8/2/2022
	2	Brian De La Hoya		8/2/2022
	3	Clarissa Lynn Carrasco		8/2/2022
	4	Africa Luna-Carrasco		8/2/2022
	5	Maribel Martinez		8/2/2022
	6	Jose Ponce		8/2/2022
	7	Maria Cruz Porchas		8/2/2022
	8	Dean Prince		8/2/2022
	9	Kenia Samaniego		8/2/2022
	10	Eva Sanchez Garcia		8/2/2022
	11	Florentino Toledo R		8/2/2022
	12	Patricia Toledo		8/2/2022
	13	Juana Toledo		8/2/2022
	14	Lourdes Valencia		8/2/2022
	15			
	16			
	17			
	18			
	19			
	20			
30	1	José Andrade		8/2/2022
	2	Bryant Arredondo Lazalde		8/2/2022
	3	Juana Avila Guzmán		8/2/2022
	4	Alfonso Avila Torres		8/2/2022
	5	Antonio Carrillo		8/2/2022
	6	Maria D. Gil		8/2/2022
	7	Martina Lopez Monreal		8/2/2022
	8	Luz I. Ortega		8/2/2022
	9	Alejandro Ruiz-Parra		8/2/2022
	10	Maria A. Torres		8/2/2022
	11	Rafael Torres		8/2/2022
	12	Melanie Torres Ortega		8/2/2022
	13	Cecilia Torres		8/2/2022
	14			
	15			
	16			
	17			
	18			

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
31	1	Liliana Arroyo		8/2/2022
	2	Luis Barajas		8/2/2022
	3	Luis Cabrera		8/2/2022
	4	Alexis Cabrera		8/2/2022
	5	Keri-Ann Collins		8/2/2022
	6	Jesus Cruz		8/2/2022
	7	Crystal De La Herran		8/2/2022
	8	Isamar Gonzalez		8/2/2022
	9	Ivonne Guerrero		8/2/2022
	10	Maria Hernandez		8/2/2022
	11	Zahid Plantillas		8/2/2022
	12	Emmanuel Reyes		8/2/2022
	13	Marco A. (Tony) Reyes		8/2/2022
	14	Maria M. Rios		8/2/2022
	15	Nilda L. Robles		8/2/2022
	16	Matias Rosales		8/2/2022
	17	Esteban Rosales		8/2/2022
	18	Jose D. Sepulveda		8/2/2022
	19	Carolina Serrano-Rosales		8/2/2022
	20	Lizeth Servin		8/2/2022
	21	Alicia H. Silva		8/2/2022
	22	Rosa I. Toledo		8/2/2022
	23	Claudia Torres		8/2/2022
	24	Gloria Torres		8/2/2022
	25	Erica Vega-Meza		8/2/2022
	26	Irma Velasco Rojas		8/2/2022
32	1			
	2			
	3			
	4			
	5			
	6			
	7			
33	1			
	2			
	3			
34	1			
	2			

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
35	1			
	2			
	3			
	4			
	5			
	6			
36	1	Mary L. Barkley		8/2/2022
	2	Lisa Lott		8/2/2022
	3	Laurel Phelps		8/2/2022
	4			
	5			
	6			
	7			
	8			
37	1	Brian Fernandez		8/2/2022
	2	Palmira Ramirez		8/2/2022
	3	Bryan Rasmussen		8/2/2022
	4			
	5			
	6			
	7			
	8			
38	1	Cary Meister		8/2/2022
	2	Nancy Meister		8/2/2022
	3	Perry L. Schuman		8/2/2022
	4	Carol Smith		8/2/2022
	5			
	6			
	7			
39	1	Sergio Fernandez		8/2/2022
	2	Angela Moreno		8/2/2022
	3			
	4			
	5			
	6			

PRECINCT	NUMBER OF SEATS	NAME	DATE APPOINTED	DATE ELECTED
40	1	Alexis Hayes		8/2/2022
	2	Chelsea Israels		8/2/2022
	3	Scott Israels		8/2/2022
	4	Susan Israels		8/2/2022
	5	Isaac Navarrete		8/2/2022
	6			
	7			
41	1	Lynne Pancrazi		8/2/2022
	2	Michael J. Pancrazi		8/2/2022
	3			
	4			
	5			
	6			
	7			
42	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
43	1			
44	0			
45	1			
	2			
	3			
	4			
	5			
46	1			
TOTALS	315			

AIR-11969 **Consent Calendar 10.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Pavement Preservation Services - Fog Seal, Piggyback City of Yuma Contract 2020-20000153

Submitted By: Kelly Fricke **Prepared by:** Shannon Thomas

Department: Public Works

Special District:

Strategic Pillar: Effective Governance
Operational Excellence

Information

1. REQUESTED BOARD ACTION:

Public Works: **a)** Authorize the Department of Public Works to participate in the City of Yuma's Pavement Preservation Services Contract Bid No. 2020-20000153, for an estimated 202,308 square yards of Fog Seal at an estimated cost of $290,000, and; **b)** Authorize the Public Works Director to execute all agreements and financial documents as needed to expedite the contracting process, contingent upon review by legal counsel.

2. SUMMARY:

The Department budgeted for Fog Seal Operations for FY2022/23 and it was approved by the Board of Supervisors. County procurement policies allow the Department to piggyback with the City of Yuma's material and service contracts. The Department has engaged in discussions with the City of Yuma to piggyback the City's Pavement Preservation Services Contract Bid No. 2020-20000153, for an estimated 202,308 square yards of Fog seal at an estimated price of $290,000. In past years, Yuma County has piggybacked the City's Fog Seal contract. Yuma County has done business with the current City Fog seal contractor, VSSI. No major issues have been encountered.

Fog Seal Operations are a preventive maintenance application that the Department applies to paved streets in the County Highway System. A Fog seal consists of an asphalt emulsion rejuvenator, which is applied according to the technical specifications included in the City's bid packet. The Fog Seal is then applied to existing pavement to seal, prevent weathering and oxidation to the road surface.

3. RECOMMENDED MOTION:

a) Authorize the Department of Public Works to participate in the City of Yuma's Pavement Preservation Services Contract Bid No. 2020-20000153, for an estimated 202,308 square yards of **Fog Seal** at an estimated cost of $290,000, and; **b)** Authorize the Public Works Director to execute all agreements and financial documents as needed to expedite the contracting process, contingent upon review by legal counsel.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 03.03.2023.
Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 3.8.23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey, 3/11/23

Fiscal Impact

General Ledger Fund Name: LATCF
Project #:
Funds Available Y / N: Y
Grants/Projects - Title:
Award #:
Account #: 02402.03.1900.41471
Fiscal Impact/Budget Amendment Resolution No.:

Attachments

Quote-VSSI
COY Price Sheet
Fog Seal Spreadsheet
Fog Seal Contract
Fog Seal Certificate of Liability Insurance
Signed W9
Fog Seal Certificate of Liability Insurance
Contractors License

Bid Date:	2/15/2023	**Estimator:**	Will Cross
Project Name:	GSB-88 Fog Seal	**Email:**	will.cross@slurry.com
Project Agency:	Yuma County	**Phone:**	(480) 940-3546
Project State:	AZ	**ROC #:**	285579

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	GSB-88 Fog Seal	SY	197,307	$ 1.36	$ 268,337.52
2	Sales Tax	LS	1	$ 11,707.03	$ 11,707.03
					$ -
					$ -
					$ -
					$ 280,044.55

INCLUSIONS: GSB-88 Fog seal per City of Yuma spcifications

EXCLUSIONS: Sweeping per City of Yuma specifications. County to provide pre/post sweeping of streets to be fog sealed

NOTES: Materials associated with this quote **ARE** based on price index fluctuations adjustments
per the project specifications and will be invoiced or credited monthly and are subjects to subcontractor's
payment terms. Please call for different pricing if the opposite condition is required for your bid.
All work described above is based on estimated quantities and shall be a minimum, overruns to be paid at the unit price.
VSSI may require a cold weather release form for any resurfacing operations needed for late or early season work in cooler weather climates
Acceptance of bid/proposal accepts these exclusions regardless of requirements by owner.
Retention to be paid within 60 days of completion of our work

This proposal, when accepted by Purchaser, constitues a binding contract between the parties hereto, incorporating each and every one of the provisions of the Conditions of Sale on the reverse side hereof.

Accepted: _____
Contractor/Firm

By:_____
Authorized Representative, Owner

Date:_____

VSS International is an Open Shop Contractor and will not become signatory to any labor agreements.

— CONDITION OF SALE —

1) In California contractors are required by law to be licensed and regulated by the Contractor's State License Board, Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, P.O. Box 26999, Sacramento, California 95826.

2) For work in the state of Nevada: Section 108.2394 of the Nevada revised Statutes, a part of the Mechanics Lien Law of the State of Nevada, requires for your information and protection from hidden liens, that each person or other legal entity which supplies materials to or performs work or services on a construction project, other than one who performs only labor, shall deliver to the owner a notice of the material supplied or the work of service performed. You may receive such notices in connection with the construction project which you propose to undertake.

3) The performance and/or delivery shall commence not later than as specified on the front page. In the event of delays caused by Purchaser beyond this date, cost increases (if any) shall be charged to Purchaser's account.

4) All orders are subject to acceptance at the seller's general offices at P.O. Box 981330, West Sacramento, California 95798.

5) The seller shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond the seller's reasonable control.

6) Unless it shall expressly be agreed thereto in writing, the seller shall not be responsible for the operation and results of any technical advice in connection with the design, installation or use of the product sold hereunder.

7) It is agreed that no promises, agreements or understandings have been made other than contained herein; that no agent has any authority to obligate the seller to any terms or conditions not herein expressed unless seller approves of in writing.

8) All payments are to be made by the purchaser to the seller's office location noted on the front page. All accounts are due and payable as stated on reverse side under terms. Our Finance Charge on past due accounts is a fixed amount of 2% per month on the principal balance due which is equal to an Annual Percentage Rate of 24%.

9) In the event of nonpayment of past due accounts, the entire amount of both principal and interest accrued at such time shall become due, payable and collectable without notice at the option of the seller. The purchaser agrees to pay reasonable attorney's fees incurred, with or without legal action, in collecting the past due account together with all court costs involved.

10) This agreement shall be deemed to have been entered into in the State of California, and all questions of the validity, interpretation, or performance of any of its terms, or any rights or obligations of the parties to this agreement shall be governed by California law.

11) Any controversy between the parties to this agreement involving this construction, application or performance of any of the terms, provisions or conditions of this agreement, shall, on the written request of either party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party, or in such proportions as the arbitrator shall decide.

12) This contract contains the entire agreement between the parties concerning the rights granted and the obligations assumed in this contract. Any oral representations or modifications concerning this contract shall be of no force or effect, except for a subsequent modification in writing signed by the parties.

13) If any action at law or in equity is necessary to enforce *or* interpret the terms *of* this agreement, the prevailing *party* shall be entitled to reasonable attorney's fees, costs, expert's fees, and necessary disbursements in addition to any other relief to which such party may be entitled.

14) Failure of the seller to enforce any of these conditions or to exercise any right shall in no way affect such rights and no failure shall be construed as a waiver in respect to other or future occurrences.

15) Seller will submit progress estimates for work actually completed at the end of each month, and Purchaser will pay 90% of the invoice amount due within ten (10) days after receipt of such billing. The amounts so paid shall be deducted from the final billing after completion of all work.

16) You, as owner or tenant, have the right to require the contractor to have a performance and payment bond or funding control. An additional charge of ½% will be added to the bid amount to cover this cost if requested.

17) The intended use of sealcoating and resurfacing materials is to resurface existing asphalt pavements. They are not intended to remove surface variations which may hold water, change existing drainage patterns, restore badly cracked or broken base pavement, or permanently seal cracks subject to base movement. Cracks sealed and filled may open again.

18) VSS International will not be responsible for damage to any underground utilities, unless said utilities are specifically marked with depths on a furnished blue print. VSS International will also not be responsible for *surface drainage* on new or existing pavement unless said surfaces have a minimum of *1½%* slope to drains.

19) The purchaser by signing this contract hereby declares that the pavement and subgrade to be repaired or sealed is structurally sound enough to support the weight of repair and seal coating equipment. Failure or damage to pavement as a result of inadequate structural support of VSS International's equipment is the responsibility of the purchaser.

Accepted: _____
Contractor/Firm

Accepted: _____
VSS International, Inc.

By: _____
Authorized Representative/Owner

By: _____

Date: _____

Date: _____

CITY OF YUMA
BID #2020-20000158
Asphalt Sealant and Services

Vendor #124805

Vendor Contact: Jeff Roberts @ (916) 373-1500; Victri Wacford @ (916) 373-2452; Rick Cross @ (916) 373-1500

vssi_contracts@slurry.com

victri.wackford@slurry.com

VSS International

3785 Channel Drive

W Sacramento, CA 95691

COY PW Streets Contact: Michael Flowers @ (928) 373-4539

Michael.Flowers@YumaAz.gov

COY Purchasing Contact: Mary E. Roman @ (928) 373-5114

Delivery: 15 Days ARO **Prompt Payment: .5% Net 20 Days** **Payment Method**

5 Year Contract: July 16, 2020 through July 15, 2025 **Purchase Order**

Revised Pricing - Effective July 1, 2022

	Furnish, Deliver and Apply	QTY		
				$1.55
2.	Polymer Modified MasterSeal (PMM)	1 ton	**P**	$1.55
	GSB-88	sq yd	**P**	$1.39
	Deliver and Supply			
				$820.45
2.	Polymer Modified MasterSeal (PMM)	1 ton	**P**	$820.45

P- Primary Vendor

Extra Materials / Services - Offer by Vendor

	Deliver and Supply		
5	GSB-88	1 ton	$1,833.96

Invoicing: In order to receive prompt payment for goods or services to the City of Yuma, the vendor is to submit an invoice to: Payables@YumaAz.gov with the following information on the invoice:

1. City Contract (Bid) Number: **2020-20000158**
2. Complete descriptions of the goods or services furnished
3. Quantity of each item
4. Unit prices, extensions and all applicable taxes
5. Labor hours and materials broken down (no lump sum)
6. Name of department/division who requested services/materials
7. In addition, the invoice should include the vendor's invoice number and contact information
8. City staff person's name that placed the order

Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.

2022-2023 Fog Seal

ID	Street	Route Back	Route Ahead	Length.amt	Width.amt	Sq Yds
8223233001	HWY 95	AVENUE 4 E	ARABY RD	13200	60	88,000
823263007	AVENUE 3 E	YUMA CITY LIMITS	16TH ST	2218	60	14,787
8233631003	HWY 95	AVENUE 3 E	AVENUE 4 E	5280	60	35,200
921065022	SOUTH FRONTAGE RD	PAYSON DR	FORTUNA RD	2870	39	12,437
921065222	SOUTH FRONTAGE RD	AVENUE 10 E	PAYSON DR	2561	39	11,098
921082092	40TH ST	AVENUE 12 E	FOOTHILLS BLVD	5280	61	35,787
	HWY 95	AVENUE 3 E	750 FT WEST OF AVENUE 3	750	60	5,000
					APPROXIMATE SQ YDS	202,308

THE CONTRACT CONTAINS:

INFORMATION FOR CONTRACTOR IB-1

CONTRACT KIT ..... CK-1 thru CK-6

CONTRACT
CONTRACT PERFORMANCE SURETY BOND
LABOR AND MATERIALS SURETY BOND
CERTIFICATE OF INSURANCE

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS CA-1

ADDITIONAL PROVISIONS ..... PK-1 thru PK-16

Bidder's Participation, Subcontractor and Supplier List
Notice to Contractors/Vendors this is a Federally Funded Contract
Close Out Documents
Assurances of Compliance with Civil Rights Requirements
Equal Employment Opportunity
Equal Employment Opportunity for Workers with Disabilities – Section 503
Procurement of Recovered Materials
Access to Records and Records Retention
Conflict of Interest
Anti-Lobbying
Title VI of the Civil Rights Act of 1964
Improving Access to Services for Persons w/ Limited English Proficiency
Certifications Signature Form
ARPA/LATCF Terms and Conditions
Definitions
General Requirements
Further ARPA Requirements
Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200).
Conflict of Interest
Assurances of Compliance with Civil Rights Requirements
Maintenance of and Access to Records
Compliance with Applicable Law and Regulations
Suspension and Debarment (applies to all purchases)
Universal Identifier and System for Award Management (SAM) SAM.GOV
Subgrantee/Subcontractor Agreements
Buy America Build America Act
Publications
Rights to Inventions Made under a Contract or Agreement
Whistleblower Protections
Increasing Seat Belt Use in the United States
Reducing Text Messaging while Driving
Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than 150,000.)
Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)

INFORMATION FOR CONTRACTOR

1. This project is funded through federal financial assistance provided to non-Tribal government recipients of the Local Assistance and Tribal Consistency Fund (LATCF), by the U.S. Department of Treasury; and any and all compliance requirements for use on LATCF funds; and any and all reporting requirements for expenditures of LATCF funds. Contractor agrees to comply with any reporting obligations established by Treasury as they relate to this project. Davis-Bacon wages are not required on this project. Buy America/Build America is required.
2. The construction of this Project is to be completed in **70 calendar days for the base bid and 20 additional days for each additive alternative** from the date of Notice to Proceed.
3. This Project incorporates the City of Yuma's On-Call Slurry Seal & Chip Seal Contract No.2020-20000153

YUMA COUNTY CONTRACT

For Services using the CITY of YUMA ON-CALL CONTRACT No. 2020-20000153 "Pavement Preservation Services"

THIS AGREEMENT, made and entered into this 17th day of February, 2023, by and between VSS, party of the first part, hereinafter designated the **CONTRACTOR**, and Yuma County, Arizona, acting by and through its Supervisors, party of the second part, hereinafter designated the **OWNER**.

WITNESSETH: That the **CONTRACTOR**, for and in consideration of the sum to be paid him by the **OWNER**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK: The **CONTRACTOR** shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work under the City of Yuma On-Call Contract and to completely and totally construct the same and install the materials therein for the **OWNER**, in a good, workmanlike and substantial manner and to the satisfaction of the **OWNER** through its engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications on file with the Yuma County Department of Engineering, Engineering Division, and with such modifications of the same and other directions that may be made by the Engineer, as provided herein.

ARTICLE II -- CONTRACT DOCUMENTS: The General Conditions, Federal Policy and Guidelines Yuma County Public Works Standard, Vol. I, [Details] and Vol. 2, [Specifications], Affidavits, Contract Surety Bond, Labor and Materials Surety Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the **CONTRACTOR** and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The **CONTRACTOR** or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by **OWNER**. **OWNER** retains the legal right to randomly inspect the papers and records of the **CONTRACTOR** and its subcontractors who work on the Agreement to ensure that the **CONTRACTOR** and its subcontractors are complying with the above-mentioned warranty. The **CONTRACTOR** and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by **OWNER** and to cooperate with **OWNER's** inspections.

ARTICLE IV - CONFLICT OF INTEREST: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

ARTICLE V - TIME OF COMPLETION: The **CONTRACTOR** further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated herein.

CONTRACT (CONTINUED)

ARTICLE VI - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the **OWNER**, through its Engineer, and to his satisfaction, the **OWNER** agrees to pay the said **CONTRACTOR** the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price per City of Yuma Contract No. 2020-20000153 made a part hereof, and to make such payment in accordance with the requirements of A.R.S. Section 34-221, as amended. The **CONTRACTOR** agrees to discharge its obligations and make payments to its subcontractors and suppliers in accordance with A.R.S. Section 32-1129.

ARTICLE VII – NEGOTIATION CLAUSE: Recovery of damages related to expenses incurred by **CONTRACTOR** for a delay for which the **OWNER** is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between **CONTACTOR** and the **OWNER**. This provision shall be construed so as to give full effect to any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

ARTICLE VIII – INDEMNIFICATION: The **CONTRACTOR** hereby agrees to defend, indemnify and save harmless the County of Yuma and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the **CONTRACTOR** or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

ARTICLE IX – ISRAEL BOYCOTT CERTIFICATION The **CONTRACTOR** hereby certifies that it is not currently engaged in, and will not for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by the **CONTRACTOR** may result in action by Yuma County up to and including termination of this agreement.

IN WITNESS WHEREOF, the original Contract will be filed with the Clerk of the Board.

The **CONTRACTOR** agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the Proposal.

ATTEST: this 17 day of February, 2023

CONTRACTOR [Party of the First Part]

Signature

Jeff Roberts | Senior Vice President

Name and Title

Witness [If CONTRACTOR is an individual]

2/17/2023

Date

Jordan Reed, Treasurer

Name and Title

Yuma County
[Owner -- Party of the Second Part]

_____
Kelly Fricke,
Yuma County Public Works Interim Director

Approved as to Form and Authorization

This 1st day of March 2023.

Minda M. Davy
_____
Minda M. Davy
Deputy County Attorney

CONTRACT PERFORMANCE SURETY BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Bond No. 30182170
Premium: $840.00

Project: CITY of YUMA ON-CALL CONTRACT No. 2020-20000153 "Pavement Preservation Services"
For: Yuma County

KNOW ALL MEN BY THESE PRESENTS:

That VSSI International, Inc., (hereinafter called the Principal), as Principal,

And Western Surety Company, (hereinafter called Surety) a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, and duly licensed and possessing a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held firmly bound unto Yuma County, State of Arizona (hereinafter called Obligee) in the amount of
Two Hundred Eighty Thousand Forty-Four and 55/100 ---------- Dollars
($ 280,044.55 ----------) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 17th day of February 2023, for CITY of YUMA ON-CALL CONTRACT No. 2020-20000153 *"Pavement Preservation Services" which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.
*GSB-88 Fog Seal

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation is void. Otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this 17th day of February, 2023.

Andreini and Company
Agency of Record
2010 Crow Canyon Place, Suite 320
San Ramon, CA 94583
Agency Address

Western Surety Company
Surety Firm [Seal]

By: Shawndrae N Johnston
Surety Signature {Attach current power of attorney}

Shawndrae N Johnston, Attorney-in-Fact
Name and Title AZ License No. 18810233

VSS International, Inc.
Principal Firm [Seal]

By:
Principal Signature

Jeff Roberts, Senior Vice President
Name and Title

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

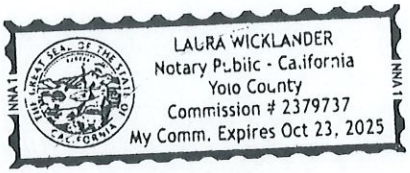
State of California
County of Yolo

On February 17, 2023 before me, Laura Wicklander, Notary Public (insert name and title of the officer), personally appeared Jeff Roberts who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

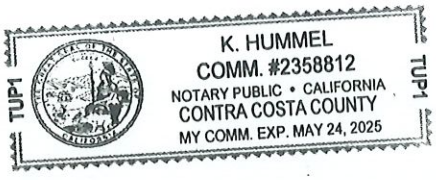
State of California)
County of Contra Costa)

On FEB 17 2023 before me, K. Hummel, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Shawndrae N. Johnston
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. Hummel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Doreen Green, Shawndrae N Johnston, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of February, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

LABOR AND MATERIALS SURETY BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Bond No. 30182170
Premium: Included in
Performance Bond

Project: CITY of YUMA ON-CALL CONTRACT No. 2020-20000153 "Pavement Preservation Services"
For: Yuma County

KNOW ALL MEN BY THESE PRESENTS:

That , VSS International, Inc., (hereinafter called the Principal), as Principal, and Western Surety Company, (hereinafter called Surety) a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, and duly licensed and possessing a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held firmly bound unto Yuma County, State of Arizona (hereinafter called Obligee) in the amount of Two Hundred Eighty Thousand Forty-Four and 55/100 ---------- Dollars ($ 280,044.55 ----------) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 17th day of February 2023, for CITY of YUMA ON-CALL CONTRACT No. 2020-20000153** "Pavement Preservation Services" which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

** GSB-88 Fog Seal

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 17th day of February, 2023.

Andreini and Company
Agency of Record
2010 Crow Canyon Place, Suite 320
San Ramon, CA 94583
Agency Address

Western Surety Company
Surety Firm [Seal]

By: Shawndrae N Johnston
Surety Signature {Attach current power of attorney}

Shawndrae N Johnston, Attorney-in-Fact
Name and Title AZ License No. 18810233

VSS International, Inc.
Principal Firm [Seal]

By
Principal Signature
Jeff Roberts, Senior Vice President
Name and Title

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

On February 17, 2023 before me, Laura Wicklander, Notary Public (insert name and title of the officer), personally appeared Jeff Roberts who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LAURA WICKLANDER
Notary Public - California
Yolo County
Commission # 2379737
My Comm. Expires Oct 23, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On FEB 17 2023 before me, K. Hummel, Notary Public,
Date *Here Insert Name and Title of the Officer*

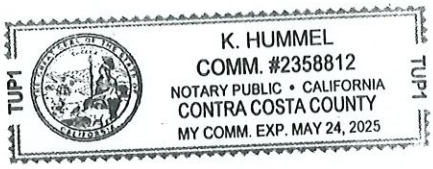
personally appeared Shawndrae N. Johnston
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature K. Hummel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Doreen Green, Shawndrae N Johnston, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of February, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

THIS IS TO CERTIFY, THAT THIS INSTRUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE WITH THE DEPARTMENT OF INSURANCE OF THE STATE OF ARIZONA AND CONSISTS OF 1 PAGE(S)

HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT

FOR THE DIRECTOR OF INSURANCE THIS 15 JULY 2019.

AUTHORIZED REPRESENTATIVE

297396

CERTIFICATE NO.:

DIRECTOR OF INSURANCE
DITAT DEUS
STATE OF ARIZONA

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

Phoenix, Arizona

CERTIFICATE OF AUTHORITY

IT IS HEREBY CERTIFIED, That

WESTERN SURETY COMPANY
Sioux Falls, South Dakota

has complied with the requirements of the Arizona Revised Statutes and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance, to-wit:

SURETY
CASUALTY (EXCLUDING WORKMEN'S COMPENSATION)

within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute 20-217 (C) states:

A Certificate of Authority remains the property of this state. Upon termination at the request of the insurer or revocation by the Director, the insurer shall immediately deliver the Certificate of Authority to the Director.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix, this 21st day of July, 1979

Director of Insurance

E-146 7/79

297396

Yuma County
CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

PART 100, SECTION 109, GENERAL CONDITIONS

Pavement Preservation Services Project: CITY of YUMA ON-CALL CONTRACT No. 2020-20000153

To Whom it may concern:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above Project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $ _____, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described Project. The undersigned further agrees to indemnify and save harmless Yuma County against any and all liens, claims of liens, suits, actions, damages, charges, and expenses whatsoever, which said County may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installations.

Signed and dated at _____, this _____ day of _____, 20 _____.

_____
Contractor

_____
Signature

_____
Name Title

STATE OF ARIZONA)
) ss
County of Yuma)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Pavement Preservation Services Project: City of Yuma's On-Call Contract No.2022-20000153
For: Yuma County

The CONTRACTOR must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated. All must be registered with SAM.GOV.

The Bidder and all subcontractors shall be duly licensed in accordance with Arizona Revised Statutes at the time of the bid opening.

DESCRIPTION	BIDDER, SUBCONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE (SUBCONTRACTOR)	SAM.GOV UNIQUE ENTITY IDENTIFIER (UEI)
Earthwork /Trenching			
Concrete Supplier			
AC Pavement Supplier			
Signing			
Striping			
Concrete Placement			
Traffic Control	VSS International		
Construction Staking			
Other	DPE Supplier Aggregate	#080704(A)- 09 0323(B-01)	
Other	Western Emulsion Supplier	N/A	
Other	ASI Supplier	N/A	

On April 4, 2022 the federal government changed from the DUNS Number to the Unique Entity Identifier (generated by Sam.gov)
Bidders without a valid Unique Entity Identifier at the time of Bid Opening will be considered non-responsive.

NOTICE TO CONTRACTOR

THIS IS A FEDERALLY FUNDED PROJECT AND THE CONTRACTOR WILL BE REQUIRED TO ADHERE TO FEDERAL POLICIES AND GUIDELINES.

THE FOLLOWING INFORMATION IS NOW REQUIRED

THIS DOCUMENT IS TO BE SUBMITTED BY THE CONTRACTOR

VSS International, Inc
Company Name

916-373-1500
Phone/Fax

3785 Channel Drive
Address

West Sacramento, CA 95691
City, State, Zip

Employer's Tax ID No. 94-2270766

Type and License # Contractor's License ROC285579

SAM.GOV Registration Current and Active? [X] YES [ ] NO

Unique Entity Identifier (UEI) # DUZLEHHMCYT5

Jeff Roberts | Senior Vice President
Person/Agent Name-Printed

February 17, 2023
Date

Signature

CLOSE-OUT DOCUMENTS

Submit two (2) copies of the close-out documents, each copy in a hard binder properly labeled on the outside with the project name, address, and project number, and tabs for each section, and one (1) soft copy on a thumb drive, as indicated in the RFP/RFQ:

1. List of all equipment used, clearly identifying the equipment name, model, and serial number. Include location map highlighting equipment location in orange highlighter. Include owner manuals for all equipment installed & with small red arrows identifying an item.

2. Shop drawings, if applicable.
3. Copy of Submittals and approvals verification from the customer, if applicable.
4. A complete set of As-Built drawings/plans. Information to be submitted on 11"x17" minimum drawing size.
5. Warranty letter(s) from the primary contractor and all subs on corresponding firm's letterhead and signed by firm's authorized representative.
6. Copies of Lien Waivers, if applicable.
7. Copy of Punch List, if applicable.
8. Warranty letters from equipment and/or the material manufacturer(s), if applicable
9. Other items required by the Project.

Please note that, in order to process the final payment, the above-listed documents must be received no later than 10 calendar days after acceptance of the project by the County's Construction Manager.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, (42 U.S.C. § § 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22 which prohibits discrimination on the basis of race, color or National Origin under programs or activities receiving federal financial assistance; and

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) , as amended, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; and

Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 601 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance; and
Title II of the Americans with Disabilities Act of 1990, as amended, (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and

Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are

connected with loans insured or guaranteed by the federal government; and

Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor/Vendor agrees as follows:

1. The Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor/Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor/Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Contractor/Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor/Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor/Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor/Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the Contractor's/Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor/Vendor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract $10,000 or over)

1. The Contractor/Vendor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Vendor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:

   a) Recruitment, advertising and job application procedures;
   b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   c) Rates of pay or any other form of compensation and changes in compensation;
   d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
   e) Leaves of absence, sick leave or any other leave;

f) Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
g) Activities sponsored by the Contractor/Vendor including social or recreational programs; and
h) Any other term, condition or privilege of employment.

2. The Contractor/Vendor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's/Vendor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Vendor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor/Vendor, a Contractor/Vendor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor/Vendor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor/Vendor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor/Vendor to notify job applicants of their rights if the Contractor/Vendor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor/Vendor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor/Vendor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor/Vendor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Vendor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for

non-compliance.

7. The Contractor/Vendor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Vendor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Grantee*, *Consultants*, U.S. Department of the Treasury, The Treasury Office of Inspector General and the Government Accountability Office, and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least five (5) years after all funds have been expended or returned, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Grantee or Consultants.*

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Grantee or Consultants* that develops at any time during this contract will be immediately disclosed to the *Grantee* and *Consultants*.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

2. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource,

the Department of the Treasury has published its LEP guidance 70 FR 6067. For more information on taking reasonable steps to provide meaningful access from LEP persons, please visit http://www.lep.gov.

CERTIFICATIONS SIGNATURE FORM

Return this page with the Contract.

Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

VSS International, Inc. — Grantee/Contractor Organization

Yuma County - CSBG - Fog Seal — Program/Title

Jeff Roberts, Senior Vice President — Name and Title of Authorized Signatory

Signature

2/17/2023 — Date

EXHIBIT A

ARPA/LATCF Terms and Conditions

DEFINITIONS

a) Government means the United States of America and any executive department or agency thereof.
b) Treasury means the Department of the Treasury of the United States of America.
c) ARPA means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 605 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Local Assistance and Tribal Consistency Fund (LATCF) and federal Assistance Listing CFDA 21.032.
d) Third Party Subcontract means a subcontract at any tier entered into by Contractor or any subconsultant or subcontractor, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.
e) For purposes of this Exhibit, Contractor shall also mean the Contractor, Subrecipient, Consultant, or other party to the subject Agreement with the County, and may be referred to as such.
f) Agreement means that certain Agreement between Yuma County ("County") and Contractor, and to which this Exhibit is made a part. As a condition of the Agreement and the ARPA funding under this Agreement, Contractor shall comply as follows:

GENERAL REQUIREMENTS

a) Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.1 Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the DrugFree Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.2 1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35. 2.2. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform

any act, or refuse to comply with any requests that would cause County to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

b) The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.

c) Contractor shall attach and apply all terms and conditions stated herein to all Third Party Subcontracts and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto

FURTHER ARPA REQUIREMENTS

a) Contractor acknowledges that all or part of this Agreement will be funded by the US Department of Treasury under the Local Assistance and Tribal Consistency Funds (LATCF), sections 605 of the Social Security Act, Pub.L.No 117-2 (March 11,2021); any and all compliance requirements for use on LATCF funds; and any and all reporting requirements for expenditures of LATCF funds.

b) Contractor understand and agrees to follow Grant Requirements, include compliance with the applicable regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the State and Local Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the State and Local Fiscal Recovery Funds ("SLFRF"), and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the SLFRF.

c) Contractor shall comply with, and shall not cause the County be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and County's grant assurances related to ARPA funding. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.

d) Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA/LATCF and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA/LATCF funds. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA/LATCF funding. Contractor shall return to County any funds disallowed within ninety days of notification from County to return such funds.

e) In the event of any violation of any ARPA/LATCF requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.

f) Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200)

a) Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in

conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

b) Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source.

c) Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

d) If applicable, Contractor shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by Contractor from Agreement-supported activities or funds shall be reported to County, including for direction as to disposition.

e) Government expressly disclaims any and all responsibility or liability to Contractor or any third persons for the actions of County, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

Conflict of Interest

By executing the Agreement, Contractor certifies that is does not know of any fact which constitutes a violation of any conflict of interest law. Contractor shall disclose to County in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). Contractor shall provide all additional information necessary for County to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.

Assurances of Compliance with Civil Rights Requirements

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C.§ 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Maintenance of and Access to Records

a. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.

b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

Compliance with Applicable Law and Regulations

a) Federal regulations applicable to this award include, without limitation, the following:

i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

vi) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).

vii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

viii) The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.

ix) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurment), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

x) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

xi) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

xii) Generally applicable federal environmental laws and regulations.

Suspension and Debarment. (applies to all purchases)

a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c) This certification is a material representation of fact relied upon by Yuma County. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR 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.
d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Universal Identifier and System for Award Management (SAM) SAM.gov

a) Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110.
b) Contractor must maintain their SAM.gov active status throughout the duration of the contract.
c) The lower tier subcontractors and suppliers will be held to the same standards as the general contractors. Subcontractors will be registered and active with a Unique Identity ID (SAM) number and Cage Code throughout the project.
d) No entity, including subcontractors, or suppliers may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to County.

Subgrantee/Subcontractor Agreements

e) Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110.
f) Contractor must maintain their SAM.gov active status throughout the duration of the contract.
g) The lower tier subcontractors and suppliers will be held to the same standards as the general contractors. Subcontractors will be registered and active with a Unique Identity ID (SAM) number and Cage Code throughout the project.
h) No entity, including subcontractors, or suppliers may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to County.

Subgrantee/Subcontractor Agreements:

In substantially the same form, Grantee shall ensure that the Grant Terms are included in the award documents and agreements for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) as required by applicable federal law.

Buy America Build America Act

a) The Build America, Buy America Act establishes domestic content procurement preference requirements for Federal financial assistance programs for infrastructure. These requirements apply to projects for infrastructure funded in whole or part with a LATCF award.

b) Under the Build America, Buy America Act and guidance issued by the Office of Management and Budget (OMB), the iron, steel, manufactured products, and construction materials used in an infrastructure project under a LATCF award must be produced in the United States. Section 70912 of the Build America, Buy America Act defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property.

c) These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

Publications

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations

Whistleblower Protections

Contractor shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than $150,000.)

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Yuma County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

d) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	**CONTACT NAME:** Linda Reynolds **PHONE (A/C, No, Ext):** 650-378-4258 **FAX (A/C, No):** 650-378-4361 **E-MAIL ADDRESS:** lreynolds@andreini.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Hartford Fire Insurance Co. — 19682 **INSURER B :** Ironshore Specialty Ins. Co. — 25445 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED BASIC-1 VSS International, Inc. 3785 Channel Drive West Sacramento, CA 95691	

COVERAGES **CERTIFICATE NUMBER:** 934885105 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	51CSEQU2541	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	51CSEQU2542	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	CA Self Insured $ Certificate#2106 $ $
A B	Owned Auto Physical Damage Ded. Pollution Liability			51CSEQU2542 ICELLUW00120212	3/1/2022 3/1/2022	3/1/2023 3/1/2023	Comp/Coll Each Loss Aggregate	$5,000 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: VSSI Job No. 23-402 | Yuma County - GSB-88 Fog Seal - No. 2020-20000153 | Pavement Preservation Services

The County of Yuma, its agents, representatives, officials, officer, directors and employees are listed as an Additional Insured under General and Auto Liability and including Waivers of Subrogation per attached endorsements where required per contract or agreement language.

NOTE: VSS International, Inc. is Self-insured for Workers' Compensation in the state of California. See attached documentation.

CERTIFICATE HOLDER

Yuma County
Department of Engineering
2351 W. 26th Street
Yuma AZ 85364

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Reynolds

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
Any Person or Organization Whom you become obligated to include as an additional insured as required by written contract.	Per Written Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

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(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above**.**

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor**;**

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person’s or organization’s "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "**Advertising idea"** means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section **III** – Limits of Insurance;

    b. A sidetrack agreement;

    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

    However, Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

    (1) Power cranes, shovels, loaders, diggers or drills; or

    (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. **"Volunteer worker"** means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. **"Your product"**:

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. **"Your work"**:

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova,CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **2106-C** was issued by the Director of Industrial Relations to:

VSS International, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **August 1, 1988.** The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 06th of January 2022



Lyn Asio Booz, Chief

ORIG: Krissy Deleon
Risk & Claims Coordinator
Basic Resources, Inc.
928 12th Street, Ste. 700
Modesto, Ca 95354

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
VSS International, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3785 Channel Drive

6 City, state, and ZIP code
West Sacramento, CA 95691

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
9	4	–	2	2	7	0	7	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Jeff Roberts, Senior Vice President | **Date ▶** 01/09/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VSSINTE-01 VALERIESPRONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alexandra Garcia	
NFP Property & Casualty Services, Inc. 8777 North Gainey Center Drive Suite 260 Scottsdale, AZ 85258	PHONE (A/C, No, Ext): (480) 874-4541	FAX (A/C, No): (928) 302-2858
	E-MAIL ADDRESS: alexandra.garcia@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CopperPoint National Ins Co	13929
INSURED	INSURER B :	
VSS International, Inc. PO Box 3191 Modesto, CA 95354	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	1011823	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT TITLE: Yuma County, Arizona GSB-88 Fog Seal – No. 2020-20000153
Subject to Policy Terms, Conditions and Exclusions.

Waiver of Subrogation applies with respects to Workers Compensation per endorsement WC000313 04-84 attached.

CERTIFICATE HOLDER

YUMA COUNTY Engineering
Department of Engineering
2351 W. 26th St.
Yuma, AZ 85364

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Blanket/Schedule/State
AZ	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This document may have been uploaded to the CopperPoint Portal.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2023 Policy No. 1011823 Endorsement No. 8
Insured VSS International Inc Premium $

Insurance Company CopperPoint National Insurance Company Countersigned by

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

VSS International Inc

PO Box 981330
West Sacramento, CA 95798-1330

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA June 30, 2023
Registrar of Contractors CERTIFIES THAT

VSS International Inc

CONTRACTORS LICENSE NO. ROC 285579 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
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4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

VSS International Inc

PO Box 981330
West Sacramento, CA 95798-1330

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA June 30, 2023
Registrar of Contractors CERTIFIES THAT

VSS International Inc

CONTRACTORS LICENSE NO. ROC 285579 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

VSS International Inc

PO Box 981330
West Sacramento, CA 95798-1330

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA June 30, 2023
Registrar of Contractors CERTIFIES THAT

VSS International Inc

CONTRACTORS LICENSE NO. ROC 285579 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

AIR-11970 **Consent Calendar 11.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Pavement Preservation Services - Chip Seal, Piggyback City of Yuma Contract 2020-20000153 - Chip Seal

Submitted By: Kelly Fricke **Prepared by:** Shannon Thomas

Department: Public Works

Special District:

Strategic Pillar: Effective Governance
Operational Excellence

Information

1. REQUESTED BOARD ACTION:

Public Works: **a)** Authorize the Department of Public Works to participate in the City of Yuma's Pavement Preservation Services Contract Bid No. 2020-20000153, for an estimated 224,353 square yards of Chip Seal at an estimated cost of $900,000, and; **b)** Authorize the Public Works Director to execute all agreements and financial documents as needed to expedite the contracting process, contingent upon review by legal counsel.

2. SUMMARY:

The Department budgeted for Chip Seal Operations for FY2022/23 and it was approved by the Board of Supervisors. County procurement policies allow the Department to piggyback with the City of Yuma's material and service contracts. The Department has engaged in discussions with the City of Yuma to piggyback the City's Pavement Preservation Services Contract Bid No. 2020-20000153, for an estimated 224,353 square yards of Chip seal at an estimated price of $900,000. In past years, Yuma County has piggybacked the City's Chip Seal contract. Yuma County has done business with the current City Chip seal contractor, VSSI. No major issues have been encountered.

Chip Seal Operations are a preventive maintenance application that the Department applies to paved streets in the County Highway System. A Chip seal consists of rock and an asphalt emulsion, which is applied according to the technical specifications included in the City's bid packet. The Chip seal is then applied to existing pavement to seal, prevent weathering, oxidation and ad skid resistance to the road surface.

3. RECOMMENDED MOTION:

a) Authorize the Department of Public Works to participate in the City of Yuma's Pavement Preservation Services Contract Bid No. 2020-20000153, for an estimated 224,353 square yards of Chip Seal at an estimated cost of $900,000, and; **b)** Authorize the Public Works Director to execute all agreements and financial documents as needed to expedite the contracting process, contingent upon review by legal counsel.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)
Approved for consideration, T. Struck / 03.03.2023.
Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:
Approved as to form. M. Davy 3.8.23

6. COUNTY ADMINISTRATOR:
Approved for consideration, Ian McGaughey, 3/11/23

Fiscal Impact

General Ledger Fund Name: LATCF
Project #:
Funds Available Y / N: Y
Grants/Projects - Title:
Award #:
Account #: 02402.03.1900.41471
Fiscal Impact/Budget Amendment Resolution No.:

Attachments

Quote-VSSI
COY Price Sheet
Chip Seal Spreadsheet
Chip Seal Contract
Chip Seal Certificate of Liability Insurance
Contractors License
Chip Seal Certificate of Liability Insurance
Signed W9

Bid Date:	2/15/2023	**Estimator:**	Will Cross
Project Name:	High Volume Chip Seal	**Email:**	will.cross@slurry.com
Project Agency:	Yuma County	**Phone:**	(480) 940-3546
Project State:	AZ	**ROC #:**	285579

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Asphalt Chip Seal, High Volume	SY	235,546	$ 3.54	$ 833,832.84
2	Sales Tax	LS	1	$ 45,592.31	$ 45,592.31
					$ -
					$ -
					$ -
					$ 879,425.15

INCLUSIONS: High volume chip seal per City of Yuma specifications

EXCLUSIONS: Sweeping per City of Yuma specifications. County to provide pre/post sweeping

NOTES: Materials associated with this quote **ARE** based on price index fluctuations adjustments
per the project specifications and will be invoiced or credited monthly and are subjects to subcontractor's
payment terms. Please call for different pricing if the opposite condition is required for your bid.
All work described above is based on estimated quantities and shall be a minimum, overruns to be paid at the unit price.
VSSI may require a cold weather release form for any resurfacing operations needed for late or early season work in cooler weather climates
Acceptance of bid/proposal accepts these exclusions regardless of requirements by owner.
Retention to be paid within 60 days of completion of our work

This proposal, when accepted by Purchaser, constitues a binding contract between the parties hereto, incorporating each and every one of the provisions of the Conditions of Sale on the reverse side hereof.

Accepted: _____
Contractor/Firm

By:_____
Authorized Representative, Owner

Date:_____

VSS International is an Open Shop Contractor and will not become signatory to any labor agreements.

— CONDITION OF SALE —

1) In California contractors are required by law to be licensed and regulated by the Contractor's State License Board, Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, P.O. Box 26999, Sacramento, California 95826.

2) For work in the state of Nevada: Section 108.2394 of the Nevada revised Statutes, a part of the Mechanics Lien Law of the State of Nevada, requires for your information and protection from hidden liens, that each person or other legal entity which supplies materials to or performs work or services on a construction project, other than one who performs only labor, shall deliver to the owner a notice of the material supplied or the work of service performed. You may receive such notices in connection with the construction project which you propose to undertake.

3) The performance and/or delivery shall commence not later than as specified on the front page. In the event of delays caused by Purchaser beyond this date, cost increases (if any) shall be charged to Purchaser's account.

4) All orders are subject to acceptance at the seller's general offices at P.O. Box 981330, West Sacramento, California 95798.

5) The seller shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond the seller's reasonable control.

6) Unless it shall expressly be agreed thereto in writing, the seller shall not be responsible for the operation and results of any technical advice in connection with the design, installation or use of the product sold hereunder.

7) It is agreed that no promises, agreements or understandings have been made other than contained herein; that no agent has any authority to obligate the seller to any terms or conditions not herein expressed unless seller approves of in writing.

8) All payments are to be made by the purchaser to the seller's office location noted on the front page. All accounts are due and payable as stated on reverse side under terms. Our Finance Charge on past due accounts is a fixed amount of 2% per month on the principal balance due which is equal to an Annual Percentage Rate of 24%.

9) In the event of nonpayment of past due accounts, the entire amount of both principal and interest accrued at such time shall become due, payable and collectable without notice at the option of the seller. The purchaser agrees to pay reasonable attorney's fees incurred, with or without legal action, in collecting the past due account together with all court costs involved.

10) This agreement shall be deemed to have been entered into in the State of California, and all questions of the validity, interpretation, or performance of any of its terms, or any rights or obligations of the parties to this agreement shall be governed by California law.

11) Any controversy between the parties to this agreement involving this construction, application or performance of any of the terms, provisions or conditions of this agreement, shall, on the written request of either party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party, or in such proportions as the arbitrator shall decide.

12) This contract contains the entire agreement between the parties concerning the rights granted and the obligations assumed in this contract. Any oral representations or modifications concerning this contract shall be of no force or effect, except for a subsequent modification in writing signed by the parties.

13) If any action at law or in equity is necessary to enforce *or* interpret the terms *of* this agreement, the prevailing *party* shall be entitled to reasonable attorney's fees, costs, expert's fees, and necessary disbursements in addition to any other relief to which such party may be entitled.

14) Failure of the seller to enforce any of these conditions or to exercise any right shall in no way affect such rights and no failure shall be construed as a waiver in respect to other or future occurrences.

15) Seller will submit progress estimates for work actually completed at the end of each month, and Purchaser will pay 90% of the invoice amount due within ten (10) days after receipt of such billing. The amounts so paid shall be deducted from the final billing after completion of all work.

16) You, as owner or tenant, have the right to require the contractor to have a performance and payment bond or funding control. An additional charge of ½% will be added to the bid amount to cover this cost if requested.

17) The intended use of sealcoating and resurfacing materials is to resurface existing asphalt pavements. They are not intended to remove surface variations which may hold water, change existing drainage patterns, restore badly cracked or broken base pavement, or permanently seal cracks subject to base movement. Cracks sealed and filled may open again.

18) VSS International will not be responsible for damage to any underground utilities, unless said utilities are specifically marked with depths on a furnished blue print. VSS International will also not be responsible for *surface drainage* on new or existing pavement unless said surfaces have a minimum of *1½%* slope to drains.

19) The purchaser by signing this contract hereby declares that the pavement and subgrade to be repaired or sealed is structurally sound enough to support the weight of repair and seal coating equipment. Failure or damage to pavement as a result of inadequate structural support of VSS International's equipment is the responsibility of the purchaser.

Accepted: _____
Contractor/Firm

Accepted: _____
VSS International, Inc.

By: _____
Authorized Representative/Owner

By: _____

Date: _____

Date: _____

CITY OF YUMA
BID #2020-20000153
PAVEMENT PRESERVATION SERVICES

Vendor #124805

Vendor Contact: Jeff Roberts @ (916) 373-1500;
Victri Wackford @ (916) 373-2452
vssi_contracts@slurry.com
victri.wackford@slurry.com

VSS International
3785 Channel Drive
W Sacramento, CA 95691

COY Contact: PW-Streets: Michael Flowers @ (928) 373-4539
Michael.Flowers@YumaAz.gov

COY Contact - Purchasing: Mary E. Roman @ (928) 373-5114

Payment Method

Delivery: 15 Days ARO Prompt Payment: Net 30 Days

Purchase Order

5 Year Contract: July 16, 2020 throught July 15, 2025

		Updated 07/01/2022	QTY	Sq Yards
1.	Asphalt Chip Seal, Low Volume		125,000	$3.390 $423,750.00 **P**
2.	Asphalt Chip Seal, High Volume		125,000	$3.54 $442,500.00 **P**
3.	Type II Slurry Seal		250,000	$2.470 $617,500.00 **S**
4.	Type III Slurry Seal		250,000	$2.81 $702,500.00 **P**
5.	Type II Fiber Sealant		250,000	$2.710 $677,500.00 **S**
6.	Type III Fiber Sealant		250,000	$3.24 $810,000.00 **P**

P - Primary Vendor **S - Secondary Vendor**

Invoicing: In order to receive prompt payment for goods or services to the City of Yuma, the vendor is to submit an invoice to: Payables@YumaAz.gov with the following information on the invoice:

1 City Contract (Bid) Number: 2020-20000153
2 Complete descriptions of the goods or services furnished
3 Quantity of each item
4 Unit prices, extensions and all applicable taxes
5 Labor hours and materials broken down (no lump sum)
6 Name of department/division who requested services/materials
7 In addition, the invoice should include the vendor's invoice number and contact information
8 City staff person's name that placed the order

Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.

Spring 2023					
YUMA COUNTY CHIP SEAL					
ID	**Street**	**Route Back**	**Route Ahead**	**Length**	**Width**
923242132	AVENUE 4 E	COUNTY 14TH ST S	COUNTY 13TH ST S	5,280	24
923252242	AVENUE 4 E	COUNTY 15TH ST S	COUNTY 14TH ST S	5,280	26
923012262	AVENUE 4 E	COUNTY 17TH ST S	COUNTY 16TH ST S	5,280	26
924262232	AVENUE D	COUNTY 14TH ST S	COUNTY 15TH	5,280	26
922112022	AVENUE 9 E	SOUTH FRONTAGE	CO 12TH	4,963	26
1023082038	48TH ST	IRONWOOD DR	AVENUE 14 E	1450	34
921224001	48TH ST	FOOTHILLS BLVD	EL CAMINO DEL DIABLO	2772	38
921224002	48TH ST	EL CAMINO DEL DIABLO	IRONWOOD DR	1047	32
9212340012	48TH ST	AVENUE 14 E	AVENUE 14 1/2 E	2640	26
9232101006	48TH ST	AVENUE 14 1/2 E	AVENUE 15 E	2640	50
922305302	COUNTY 15TH ST S	AVENUE 4 E	AVENUE 5 E	5280	28
923262252	COUNTY 15TH ST S	AVENUE 3 E	AVENUE 4 E	5280	33
923272262	COUNTY 15TH ST S	AVENUE 2 E	AVENUE 3 E	5280	28
923283282	COUNTY 15TH ST S	AVENUE 1E	AVENUE 1 E	7920	28
923302292	COUNTY 15TH ST S	AVENUE A	AVENUE A 1/2	2640	28
978198627	COUNTY 15TH ST S	AVENUE 1 E	AVENUE 2 E	5334	34
	ORANGE GROVE SCHOOL WALKWAY	COUNTY 16TH	COUNTY 16 1/2	2640	6
				APPROXIMATE	SQ YDS
					MILES

Sq yds
14,080
15,253
15,253
15,253
14,338
5478
11704
3723
7627
14667
16427
19360
16427
24640
8213
20151
1760
224,353
13.45

THE CONTRACT CONTAINS:

INFORMATION FOR CONTRACTOR IB-1

CONTRACT KIT ..... CK-1 thru CK-6

CONTRACT
CONTRACT PERFORMANCE SURETY BOND
LABOR AND MATERIALS SURETY BOND
CERTIFICATE OF INSURANCE

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS CA-1

ADDITIONAL PROVISIONS ..... PK-1 thru PK-16

Bidder's Participation, Subcontractor and Supplier List
Notice to Contractors/Vendors this is a Federally Funded Contract
Close Out Documents
Assurances of Compliance with Civil Rights Requirements
Equal Employment Opportunity
Equal Employment Opportunity for Workers with Disabilities – Section 503
Procurement of Recovered Materials
Access to Records and Records Retention
Conflict of Interest
Anti-Lobbying
Title VI of the Civil Rights Act of 1964
Improving Access to Services for Persons w/ Limited English Proficiency
Certifications Signature Form
ARPA/LATCF Terms and Conditions
Definitions
General Requirements
Further ARPA Requirements
Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200).
Conflict of Interest
Assurances of Compliance with Civil Rights Requirements
Maintenance of and Access to Records
Compliance with Applicable Law and Regulations
Suspension and Debarment (applies to all purchases)
Universal Identifier and System for Award Management (SAM) SAM.GOV
Subgrantee/Subcontractor Agreements
Buy America Build America Act
Publications
Rights to Inventions Made under a Contract or Agreement
Whistleblower Protections
Increasing Seat Belt Use in the United States
Reducing Text Messaging while Driving
Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than 150,000.)
Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)

INFORMATION FOR CONTRACTOR

1. This project is funded through federal financial assistance provided to non-Tribal government recipients of the Local Assistance and Tribal Consistency Fund (LATCF), by the U.S. Department of Treasury; and any and all compliance requirements for use on LATCF funds; and any and all reporting requirements for expenditures of LATCF funds. Contractor agrees to comply with any reporting obligations established by Treasury as they relate to this project. Davis-Bacon wages are not required on this project. Buy America/Build America is required.
2. The construction of this Project is to be completed in **70 calendar days for the base bid and 20 additional days for each additive alternative** from the date of Notice to Proceed.
3. This Project incorporates the City of Yuma's On-Call Slurry Seal & Chip Seal Contract No.2020-20000153

YUMA COUNTY CONTRACT

For Services using the CITY of YUMA ON-CALL CONTRACT No. 2020-20000153 "Pavement Preservation Services"

THIS AGREEMENT, made and entered into this 17th day of February, 2023, by and between VSS, party of the first part, hereinafter designated the **CONTRACTOR**, and Yuma County, Arizona, acting by and through its Supervisors, party of the second part, hereinafter designated the **OWNER**.

WITNESSETH: That the **CONTRACTOR**, for and in consideration of the sum to be paid him by the **OWNER**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK: The **CONTRACTOR** shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work under the City of Yuma On-Call Contract and to completely and totally construct the same and install the materials therein for the **OWNER**, in a good, workmanlike and substantial manner and to the satisfaction of the **OWNER** through its engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications on file with the Yuma County Department of Engineering, Engineering Division, and with such modifications of the same and other directions that may be made by the Engineer, as provided herein.

ARTICLE II -- CONTRACT DOCUMENTS: The General Conditions, Federal Policy and Guidelines Yuma County Public Works Standard, Vol. I, [Details] and Vol. 2, [Specifications], Affidavits, Contract Surety Bond, Labor and Materials Surety Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the **CONTRACTOR** and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The **CONTRACTOR** or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by **OWNER**. **OWNER** retains the legal right to randomly inspect the papers and records of the **CONTRACTOR** and its subcontractors who work on the Agreement to ensure that the **CONTRACTOR** and its subcontractors are complying with the above-mentioned warranty. The **CONTRACTOR** and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by **OWNER** and to cooperate with **OWNER's** inspections.

ARTICLE IV - CONFLICT OF INTEREST: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

ARTICLE V - TIME OF COMPLETION: The **CONTRACTOR** further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated herein.

CONTRACT (CONTINUED)

ARTICLE VI - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the **OWNER**, through its Engineer, and to his satisfaction, the **OWNER** agrees to pay the said **CONTRACTOR** the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price per City of Yuma Contract No. 2020-20000153 made a part hereof, and to make such payment in accordance with the requirements of A.R.S. Section 34-221, as amended. The **CONTRACTOR** agrees to discharge its obligations and make payments to its subcontractors and suppliers in accordance with A.R.S. Section 32-1129.

ARTICLE VII – NEGOTIATION CLAUSE: Recovery of damages related to expenses incurred by **CONTRACTOR** for a delay for which the **OWNER** is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between **CONTACTOR** and the **OWNER**. This provision shall be construed so as to give full effect to any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

ARTICLE VIII – INDEMNIFICATION: The **CONTRACTOR** hereby agrees to defend, indemnify and save harmless the County of Yuma and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the **CONTRACTOR** or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

ARTICLE IX – ISRAEL BOYCOTT CERTIFICATION The **CONTRACTOR** hereby certifies that it is not currently engaged in, and will not for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by the **CONTRACTOR** may result in action by Yuma County up to and including termination of this agreement.

IN WITNESS WHEREOF, the original Contract will be filed with the Clerk of the Board.

The **CONTRACTOR** agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the Proposal.

ATTEST: this 17 day of February, 2023

CONTRACTOR [Party of the First Part]

Signature

Jeff Roberts / Senior Vice President
Name and Title

Witness [If CONTRACTOR is an individual]

2/17/2023
Date

Jordan Reed, Treasurer
Name and Title

Yuma County
[Owner -- Party of the Second Part]

_____
Kelly Fricke,
Yuma County Public Works Interim Director

Approved as to Form and Authorization

This 1st day of March 2023.

Minda M. Davy
_____
Minda M. Davy
Deputy County Attorney

CONTRACT PERFORMANCE SURETY BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Bond No. 30182171
Premium: $2,638.00

Project: CITY of YUMA ON-CALL CONTRACT No. 2020-20000153 "Pavement Preservation Services"
For: Yuma County

KNOW ALL MEN BY THESE PRESENTS:

That VSS International, Inc., (hereinafter called the Principal), as Principal,

And Western Surety Company, (hereinafter called Surety) a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, and duly licensed and possessing a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held firmly bound unto Yuma County, State of Arizona (hereinafter called Obligee) in the amount of
Eight Hundred Seventy-Nine Thousand Four Hundred Twenty-Five and 15/100 ---------- Dollars ($ 879,425.15 ----------) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 17th day of February 2023, for CITY of YUMA ON-CALL CONTRACT No. 2020-20000153* "Pavement Preservation Services" which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

*Chip Seal

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation is void. Otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this 17th day of February, 2023.

Andreini and Company
Agency of Record
2010 Crow Canyon Place, Suite 320
San Ramon, CA 94583
Agency Address

Western Surety Company
Surety Firm [Seal]

By: Shawndrae N. Johnston
Surety Signature {Attach current power of attorney}

Shawndrae N Johnston, Attorney-in-Fact
Name and Title AZ License No. 18810233

VSS International, Inc.
Principal Firm [Seal]

By:
Principal Signature

Jeff Roberts, Senior Vice President
Name and Title

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

On February 17, 2023 before me, Laura Wicklander, Notary Public (insert name and title of the officer), personally appeared Jeff Roberts who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LAURA WICKLANDER
Notary Public - California
Yolo County
Commission # 2379737
My Comm. Expires Oct 23, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On FEB 17 2023 before me, K. Hummel, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Shawndrae N. Johnston,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TUP1 K. HUMMEL COMM. #2358812 NOTARY PUBLIC • CALIFORNIA CONTRA COSTA COUNTY MY COMM. EXP. MAY 24, 2025 TUP1

Signature K. Hummel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Doreen Green, Shawndrae N Johnston, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of February, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

LABOR AND MATERIALS SURETY BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Bond No. 30182171
Premium: Included in Performance Bond

Project: CITY of YUMA ON-CALL CONTRACT No. 2020-20000153 "Pavement Preservation Services"
For: Yuma County

KNOW ALL MEN BY THESE PRESENTS:

That , VSS International, Inc., (hereinafter called the Principal), as Principal, and Western Surety Company, (hereinafter called Surety) a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, and duly licensed and possessing a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held firmly bound unto Yuma County, State of Arizona (hereinafter called Obligee) in the amount of Eight Hundred Seventy-Nine Thousand Four Hundred Twenty-Five and 15/100 ---------- Dollars ($ 879,425.15 ----------) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 17th day of February 2023, for CITY of YUMA ON-CALL CONTRACT No. 2020-20000153** "Pavement Preservation Services" which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**Chip Seal

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 17th day of February, 2023.

Andreini and Company
Agency of Record
2010 Crow Canyon Place, Suite 320
San Ramon, CA 94583
Agency Address

Western Surety Company
Surety Firm [Seal]

By: Shawndrae N. Johnston
Surety Signature {Attach current power of attorney}

Shawndrae N Johnston, Attorney-in-Fact
Name and Title AZ License No. 18810233

VSS International, Inc.
Principal Firm [Seal]

By
Principal Signature

Jeff Roberts, Senior Vice President
Name and Title

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

On February 17, 2023 before me, Laura Wicklander, Notary Public (insert name and title of the officer), personally appeared Jeff Roberts who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LAURA WICKLANDER
Notary Public - California
Yolo County
Commission # 2379737
My Comm. Expires Oct 23, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On FEB 17 2023 before me, K. Hummel, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Shawndrae N. Johnston
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

TUP1 K. HUMMEL COMM. #2358812 NOTARY PUBLIC • CALIFORNIA CONTRA COSTA COUNTY MY COMM. EXP. MAY 24, 2025 TUP1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Western Surety Company

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- In Unlimited Amounts -

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Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

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My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

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WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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STATE OF ARIZONA

DEPARTMENT OF INSURANCE

THIS IS TO CERTIFY, THAT THIS INSTRUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE WITH THE DEPARTMENT OF INSURANCE OF THE STATE OF ARIZONA AND CONSISTS OF 1 PAGE(S)

HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT

FOR THE DIRECTOR OF INSURANCE THIS 15 JULY 2019.

AUTHORIZED REPRESENTATIVE

297396

CERTIFICATE NO.:

DIRECTOR OF INSURANCE
DITAT DEUS
STATE OF ARIZONA

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

Phoenix, Arizona

CERTIFICATE OF AUTHORITY

IT IS HEREBY CERTIFIED, That

WESTERN SURETY COMPANY
Sioux Falls, South Dakota

has complied with the requirements of the Arizona Revised Statutes and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance, to-wit:

SURETY
CASUALTY (EXCLUDING WORKMEN'S COMPENSATION)

within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute 20-217 (C) states:

> A Certificate of Authority remains the property of this state. Upon termination at the request of the insurer or revocation by the Director, the insurer shall immediately deliver the Certificate of Authority to the Director.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix, this 21st day of July, 1979

Director of Insurance

E-146 7/79

297396

Yuma County
CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

PART 100, SECTION 109, GENERAL CONDITIONS

Pavement Preservation Services Project: CITY of YUMA ON-CALL CONTRACT No. 2020-20000153

To Whom it may concern:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above Project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $ _____, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described Project. The undersigned further agrees to indemnify and save harmless Yuma County against any and all liens, claims of liens, suits, actions, damages, charges, and expenses whatsoever, which said County may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installations.

Signed and dated at _____, this _____ day of _____, 20 _____.

_____
Contractor

_____
Signature

_____
Name Title

STATE OF ARIZONA)
) ss
County of Yuma)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Pavement Preservation Services Project: City of Yuma's On-Call Contract No.2022-20000153
For: Yuma County

The CONTRACTOR must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated. All must be registered with SAM.GOV.

The Bidder and all subcontractors shall be duly licensed in accordance with Arizona Revised Statutes at the time of the bid opening.

DESCRIPTION	BIDDER, SUBCONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE (SUBCONTRACTOR)	SAM.GOV UNIQUE ENTITY IDENTIFIER (UEI)
Earthwork /Trenching			
Concrete Supplier			
AC Pavement Supplier			
Signing			
Striping			
Concrete Placement			
Traffic Control	VSS International		
Construction Staking			
Other	DPE Supplier Aggregate	#080704(A)- 09 0323(B-01)	
Other	Western Emulsion Supplier	N/A	
Other	ASI Supplier	N/A	

On April 4, 2022 the federal government changed from the DUNS Number to the Unique Entity Identifier (generated by Sam.gov)
Bidders without a valid Unique Entity Identifier at the time of Bid Opening will be considered non-responsive.

NOTICE TO CONTRACTOR

THIS IS A FEDERALLY FUNDED PROJECT AND THE CONTRACTOR WILL BE REQUIRED TO ADHERE TO FEDERAL POLICIES AND GUIDELINES.

THE FOLLOWING INFORMATION IS NOW REQUIRED

THIS DOCUMENT IS TO BE SUBMITTED BY THE CONTRACTOR

VSS International, Inc
Company Name

916-373-1500
Phone/Fax

3785 Channel Drive
Address

West Sacramento, CA 95691
City, State, Zip

Employer's Tax ID No. 94-2270766

Type and License # Contractor's License ROC285579

SAM.GOV Registration Current and Active? [X] YES [ ] NO

Unique Entity Identifier (UEI) # DUZLEHHMCYT5

Jeff Roberts | Senior Vice President
Person/Agent Name-Printed

February 17, 2023
Date



Signature

CLOSE-OUT DOCUMENTS

Submit two (2) copies of the close-out documents, each copy in a hard binder properly labeled on the outside with the project name, address, and project number, and tabs for each section, and one (1) soft copy on a thumb drive, as indicated in the RFP/RFQ:

1. List of all equipment used, clearly identifying the equipment name, model, and serial number. Include location map highlighting equipment location in orange highlighter. Include owner manuals for all equipment installed & with small red arrows identifying an item.

2. Shop drawings, if applicable.
3. Copy of Submittals and approvals verification from the customer, if applicable.
4. A complete set of As-Built drawings/plans. Information to be submitted on 11"x17" minimum drawing size.
5. Warranty letter(s) from the primary contractor and all subs on corresponding firm's letterhead and signed by firm's authorized representative.
6. Copies of Lien Waivers, if applicable.
7. Copy of Punch List, if applicable.
8. Warranty letters from equipment and/or the material manufacturer(s), if applicable
9. Other items required by the Project.

Please note that, in order to process the final payment, the above-listed documents must be received no later than 10 calendar days after acceptance of the project by the County's Construction Manager.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, (42 U.S.C. § § 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22 which prohibits discrimination on the basis of race, color or National Origin under programs or activities receiving federal financial assistance; and

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) , as amended, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; and

Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 601 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance; and
Title II of the Americans with Disabilities Act of 1990, as amended, (42 U.S.C. §§ 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and

Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are

connected with loans insured or guaranteed by the federal government; and

Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor/Vendor agrees as follows:

1. The Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor/Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor/Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Contractor/Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor/Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor/Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor/Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the Contractor's/Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor/Vendor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract $10,000 or over)

1. The Contractor/Vendor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Vendor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:

   a) Recruitment, advertising and job application procedures;
   b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   c) Rates of pay or any other form of compensation and changes in compensation;
   d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
   e) Leaves of absence, sick leave or any other leave;

f) Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
g) Activities sponsored by the Contractor/Vendor including social or recreational programs; and
h) Any other term, condition or privilege of employment.

2. The Contractor/Vendor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's/Vendor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Vendor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor/Vendor, a Contractor/Vendor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor/Vendor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor/Vendor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor/Vendor to notify job applicants of their rights if the Contractor/Vendor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor/Vendor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor/Vendor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor/Vendor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Vendor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for

non-compliance.

7. The Contractor/Vendor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Vendor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Grantee*, *Consultants*, U.S. Department of the Treasury, The Treasury Office of Inspector General and the Government Accountability Office, and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least five (5) years after all funds have been expended or returned, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Grantee or Consultants*.

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Grantee or Consultants* that develops at any time during this contract will be immediately disclosed to the *Grantee* and *Consultants*.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

2. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource,

the Department of the Treasury has published its LEP guidance 70 FR 6067. For more information on taking reasonable steps to provide meaningful access from LEP persons, please visit http://www.lep.gov.

CERTIFICATIONS SIGNATURE FORM

Return this page with the Contract.

Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

VSS International, Inc. — Grantee/Contractor Organization

Chip Seal-2023 — Program/Title

Jeff Roberts, Senior Vice President — Name and Title of Authorized Signatory

Signature

2/17/2023 — Date

EXHIBIT A

ARPA/LATCF Terms and Conditions

DEFINITIONS

a) Government means the United States of America and any executive department or agency thereof.
b) Treasury means the Department of the Treasury of the United States of America.
c) ARPA means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 605 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Local Assistance and Tribal Consistency Fund (LATCF) and federal Assistance Listing CFDA 21.032.
d) Third Party Subcontract means a subcontract at any tier entered into by Contractor or any subconsultant or subcontractor, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.
e) For purposes of this Exhibit, Contractor shall also mean the Contractor, Subrecipient, Consultant, or other party to the subject Agreement with the County, and may be referred to as such.
f) Agreement means that certain Agreement between Yuma County ("County") and Contractor, and to which this Exhibit is made a part. As a condition of the Agreement and the ARPA funding under this Agreement, Contractor shall comply as follows:

GENERAL REQUIREMENTS

a) Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.1 Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the DrugFree Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.2 1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35. 2.2. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform

any act, or refuse to comply with any requests that would cause County to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

b) The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.

c) Contractor shall attach and apply all terms and conditions stated herein to all Third Party Subcontracts and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto

FURTHER ARPA REQUIREMENTS

a) Contractor acknowledges that all or part of this Agreement will be funded by the US Department of Treasury under the Local Assistance and Tribal Consistency Funds (LATCF), sections 605 of the Social Security Act, Pub.L.No 117-2 (March 11,2021); any and all compliance requirements for use on LATCF funds; and any and all reporting requirements for expenditures of LATCF funds.

b) Contractor understand and agrees to follow Grant Requirements, include compliance with the applicable regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the State and Local Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the State and Local Fiscal Recovery Funds ("SLFRF"), and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the SLFRF.

c) Contractor shall comply with, and shall not cause the County be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and County's grant assurances related to ARPA funding. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.

d) Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA/LATCF and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA/LATCF funds. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA/LATCF funding. Contractor shall return to County any funds disallowed within ninety days of notification from County to return such funds.

e) In the event of any violation of any ARPA/LATCF requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.

f) Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200)

a) Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in

conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

b) Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source.

c) Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

d) If applicable, Contractor shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by Contractor from Agreement-supported activities or funds shall be reported to County, including for direction as to disposition.

e) Government expressly disclaims any and all responsibility or liability to Contractor or any third persons for the actions of County, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

Conflict of Interest

By executing the Agreement, Contractor certifies that is does not know of any fact which constitutes a violation of any conflict of interest law. Contractor shall disclose to County in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). Contractor shall provide all additional information necessary for County to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.

Assurances of Compliance with Civil Rights Requirements

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C.§ 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Maintenance of and Access to Records

a. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.

b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

Compliance with Applicable Law and Regulations

a) Federal regulations applicable to this award include, without limitation, the following:

i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

vi) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).

vii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

viii) The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.

ix) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurment), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

x) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

xi) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

xii) Generally applicable federal environmental laws and regulations.

Suspension and Debarment. (applies to all purchases)

a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c) This certification is a material representation of fact relied upon by Yuma County. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR 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.
d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Universal Identifier and System for Award Management (SAM) SAM.gov

a) Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110.
b) Contractor must maintain their SAM.gov active status throughout the duration of the contract.
c) The lower tier subcontractors and suppliers will be held to the same standards as the general contractors. Subcontractors will be registered and active with a Unique Identity ID (SAM) number and Cage Code throughout the project.
d) No entity, including subcontractors, or suppliers may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to County.

Subgrantee/Subcontractor Agreements

e) Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110.
f) Contractor must maintain their SAM.gov active status throughout the duration of the contract.
g) The lower tier subcontractors and suppliers will be held to the same standards as the general contractors. Subcontractors will be registered and active with a Unique Identity ID (SAM) number and Cage Code throughout the project.
h) No entity, including subcontractors, or suppliers may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to County.

Subgrantee/Subcontractor Agreements:

In substantially the same form, Grantee shall ensure that the Grant Terms are included in the award documents and agreements for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) as required by applicable federal law.

Buy America Build America Act

a) The Build America, Buy America Act establishes domestic content procurement preference requirements for Federal financial assistance programs for infrastructure. These requirements apply to projects for infrastructure funded in whole or part with a LATCF award.

b) Under the Build America, Buy America Act and guidance issued by the Office of Management and Budget (OMB), the iron, steel, manufactured products, and construction materials used in an infrastructure project under a LATCF award must be produced in the United States. Section 70912 of the Build America, Buy America Act defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property.

c) These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

Publications

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations

Whistleblower Protections

Contractor shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Contractor shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than $150,000.)

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Yuma County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

d) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VSSINTE-01 VALERIESPRONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alexandra Garcia	
NFP Property & Casualty Services, Inc. 8777 North Gainey Center Drive Suite 260 Scottsdale, AZ 85258	PHONE (A/C, No, Ext): (480) 874-4541	FAX (A/C, No): (928) 302-2858
	E-MAIL ADDRESS: alexandra.garcia@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CopperPoint National Ins Co	13929
INSURED	INSURER B :	
VSS International, Inc. PO Box 3191 Modesto, CA 95354	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	1011823	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT TITLE: Yuma County, Arizona GSB-88 Fog Seal – No. 2020-20000153
Subject to Policy Terms, Conditions and Exclusions.

Waiver of Subrogation applies with respects to Workers Compensation per endorsement WC000313 04-84 attached.

CERTIFICATE HOLDER

YUMA COUNTY Engineering
Department of Engineering
2351 W. 26th St.
Yuma, AZ 85364

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Blanket/Schedule/State
AZ	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This document may have been uploaded to the CopperPoint Portal.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2023 Policy No. 1011823 Endorsement No. 8
Insured VSS International Inc Premium $

Insurance Company CopperPoint National Insurance Company Countersigned by

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

VSS International Inc

PO Box 981330
West Sacramento, CA 95798-1330

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA June 30, 2023
Registrar of Contractors CERTIFIES THAT

VSS International Inc

CONTRACTORS LICENSE NO. ROC 285579 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

VSS International Inc

PO Box 981330
West Sacramento, CA 95798-1330

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA June 30, 2023
Registrar of Contractors CERTIFIES THAT

VSS International Inc

CONTRACTORS LICENSE NO. ROC 285579 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
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JEFF FLEETHAM, DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	**CONTACT NAME:** Linda Reynolds **PHONE (A/C, No, Ext):** 650-378-4258 **FAX (A/C, No):** 650-378-4361 **E-MAIL ADDRESS:** lreynolds@andreini.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Hartford Fire Insurance Co. — 19682
INSURED BASIC-1 VSS International, Inc. 3785 Channel Drive West Sacramento, CA 95691	**INSURER B :** Ironshore Specialty Ins. Co. — 25445
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 614308774 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	51CSEQU2541	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	51CSEQU2542	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	CA Self Insured $ Certificate#2106 $ $
A B	Owned Auto Physical Damage Ded. Pollution Liability			51CSEQU2542 ICELLUW00120212	3/1/2022 3/1/2022	3/1/2023 3/1/2023	Comp/Coll Each Loss Aggregate	$5,000 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: VSSI Job No. 23-403 | Yuma County - Chip Seal - No. 2020-20000153 | Pavement Preservation Services

The County of Yuma, its agents, representatives, officials, officer, directors and employees are listed as an Additional Insured under General and Auto Liability and including Waivers of Subrogation per attached endorsements where required per contract or agreement language.

NOTE: VSS International, Inc. is Self-insured for Workers' Compensation in the state of California. See attached documentation.

CERTIFICATE HOLDER

Yuma County
Department of Engineering
2351 W. 26th Street
Yuma AZ 85364

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Reynolds

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
Any Person or Organization Whom you become obligated to include as an additional insured as required by written contract.	Per Written Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

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(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above**.**

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor**;**

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person’s or organization’s "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "**Advertising idea"** means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section **III** – Limits of Insurance;

    b. A sidetrack agreement;

    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

    However, Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

    (1) Power cranes, shovels, loaders, diggers or drills; or

    (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. **"Volunteer worker"** means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. **"Your product"**:

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. **"Your work"**:

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova,CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **2106-C** was issued by the Director of Industrial Relations to:

VSS International, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **August 1, 1988.** The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 06th of January 2022



Lyn Asio Booz, Chief

ORIG: Krissy Deleon
Risk & Claims Coordinator
Basic Resources, Inc.
928 12th Street, Ste. 700
Modesto, Ca 95354

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
VSS International, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3785 Channel Drive

6 City, state, and ZIP code
West Sacramento, CA 95691

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
9	4	–	2	2	7	0	7	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Jeff Roberts, Senior Vice President | **Date ▶** 01/09/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AIR-11975 **Consent Calendar 12.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Purchase service bodies and dump bodies from Drake Equipment of Arizona

Submitted By: Kelly Fricke **Prepared by:** Shannon Thomas

Department: Public Works

Special District:

Strategic Pillar: Effective Governance
Operational Excellence

Information

1. REQUESTED BOARD ACTION:

Public Works: Authorize the Public Works Director to purchase two service bodies and two dump bodies for 2022 Ford F550's from Drake Equipment of Arizona, utilizing AZ State contract #CTR063 in an amount not to exceed $117,650.

2. SUMMARY:

The department is seeking to purchase service bodies and dump bodies from Drake Equipment of Arizona. Two service bodies for two new Ford F550s assigned to traffic control and two dump bodies will be added to two new Ford F550's assigned to the highway maintenance division.

3. RECOMMENDED MOTION:

Authorize the Public Works Director to purchase two service bodies and two dump bodies for 2022 Ford F550's from Drake Equipment of Arizona, utilizing AZ State contract #CTR063 in an amount not to exceed $117,650.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved for consideration, T. Struck / 03.13.2023.
Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 03.14.23

6. COUNTY ADMINISTRATOR:

Fiscal Impact

General Ledger Fund Name: Fleet Management

Project #:

Funds Available Y / N: Y

Grants/Projects - Title:

Award #:

Account #: 06609.01.4000.45411

Fiscal Impact/Budget Amendment Resolution No.:

Attachments

Sales Order #SO60849
Sales Order #SO60850
Sales Order #SO60860
Sales Order #SO60861
AZ State Contract

DRAKE EQUIPMENT OF ARIZONA

2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60849
Sales Order Date: Feb 3, 2023
Estimated Delivery: May 31, 2023
Page: 1

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07049

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07049	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		AZ STATE CONTRACT ID CTR062308		
		2022 FORD F550		
		NEF07049		
		-		
1.00	075-116490	11' 2-3YD DUMP BODY, 10 GA FLOOR, 10 GA FOLD DOWN SIDES AND ENDS, 12" SIDES, STRUCT CHANNEL UNDERSTRUCT, 1/4 CABSHIELD, 4016 SUBFRAME HOIST, ELEC/HYD PUMP	12,313.30	12,313.30
1.00	001-512002	INSTALL 2-3 YD DUMP (ELEC/HYD)	1,557.27	1,557.27
1.00	001-512007	PAINT WHITE INDUSTRIAL GRADE URETHANE	951.06	951.06
2.00	002-793982	48 X 18 X 18 TOOL BOX - BLACK	567.70	1,135.40
2.00	001-516006	INST TB W/FRAME MTD BRACKETS	192.39	384.78
2.00	008-701006	1701006 TOOLBOX FRAME MT KIT	142.26	284.52
1.00	010-110116	15K RECEIVER HITCH WITH 2.5" RECEIVER TUBE..SUBJECT TO VISUAL INSPECTION	1,065.90	1,065.90
1.00	003-581500	CURT 7-WAY RV BLADE CONNECTOR SOCKET (VEHICLE SIDE, BLACK PLASTIC) #58150	20.00	20.00
1.00	003-582300	CURT CONNECTOR MOUNTING BRACKET FOR 7-WAY RV BLADE (ZINC) #58230	6.29	6.29
1.00	001-502101	INSTALL PRE-WIRE PLUG AT REAR OF CHASSIS	68.80	68.80
		Subtotal		Continued
		Sales Tax		Continued
		Freight		Continued
		TOTAL ORDER AMOUNT		**Continued**

11027

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60849
Sales Order Date: Feb 3, 2023
Estimated Delivery: May 31, 2023
Page: 2

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07049

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07049	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
4.00	006-393210	ECCO 3932A DIRECTIONAL LED: RECTANGULAR SURFACE MOUNT, 12VDC, 16 FLASH PATTERNS, AMBER	89.65	358.60
2.00	001-524000	INSTALL (4) SURFACE MOUNT LEDS - (2) FRONT GRILLE, (2) REAR OF BODY	221.43	442.86

YUMA COUNTY PUBLIC WORKS DEPARTMENT
FUND: 06609.01.4000.45411 AMT: $ 19,976.40
FUND: _____ AMT: $ _____
FUND: _____ AMT: $ _____
APPROVAL: _____ DATE: 2/14/23
REQUISITION# ~~PR0012593~~

Subtotal	18,588.78
Sales Tax	1,387.62
Freight	0.00
TOTAL ORDER AMOUNT	**19,976.40**

Patch

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60850
Sales Order Date: Feb 3, 2023
Estimated Delivery: May 31, 2023
Page: 1

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07050

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07050	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		AZ STATE CONTRACT ID CTR062308		
		2022 FORD F550		
		NEF07050		
		-		
1.00	075-116490	11' 2-3YD DUMP BODY, 10 GA FLOOR, 10 GA FOLD DOWN SIDES AND ENDS, 12" SIDES, STRUCT CHANNEL UNDERSTRUCT, 1/4 CABSHIELD, 4016 SUBFRAME HOIST, ELEC/HYD PUMP	12,313.30	12,313.30
1.00	001-512002	INSTALL 2-3 YD DUMP (ELEC/HYD)	1,557.27	1,557.27
1.00	001-512007	PAINT WHITE INDUSTRIAL GRADE URETHANE	951.06	951.06
2.00	002-793982	48 X 18 X 18 TOOL BOX - BLACK	567.70	1,135.40
2.00	001-516006	INST TB W/FRAME MTD BRACKETS	192.39	384.78
2.00	008-701006	1701006 TOOLBOX FRAME MT KIT	142.26	284.52
1.00	010-110116	15K RECEIVER HITCH WITH 2.5" RECEIVER TUBE..SUBJECT TO VISUAL INSPECTION	1,065.90	1,065.90
1.00	003-581500	CURT 7-WAY RV BLADE CONNECTOR SOCKET (VEHICLE SIDE, BLACK PLASTIC) #58150	20.00	20.00
1.00	003-582300	CURT CONNECTOR MOUNTING BRACKET FOR 7-WAY RV BLADE (ZINC) #58230	6.29	6.29
1.00	001-502101	INSTALL PRE-WIRE PLUG AT REAR OF CHASSIS	68.80	68.80
		Subtotal		Continued
		Sales Tax		Continued
		Freight		Continued
		TOTAL ORDER AMOUNT		**Continued**

11027

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60850
Sales Order Date: Feb 3, 2023
Estimated Delivery: May 31, 2023
Page: 2

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07050

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07050	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
4.00	006-393210	ECCO 3932A DIRECTIONAL LED: RECTANGULAR SURFACE MOUNT, 12VDC, 16 FLASH PATTERNS, AMBER	89.65	358.60
2.00	001-524000	INSTALL (4) SURFACE MOUNT LEDS - (2) FRONT GRILLE, (2) REAR OF BODY	221.43	442.86

YUMA COUNTY PUBLIC WORKS DEPARTMENT
FUND: 06609.01.4000.45411 AMT: $ 19,976.40
FUND: AMT: $
FUND: AMT: $
APPROVAL: DATE: 02/14/23
REQUISITION# ~~PR0012600~~

Subtotal	18,588.78
Sales Tax	1,387.62
Freight	0.00
TOTAL ORDER AMOUNT	**19,976.40**

Patch

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60860
Sales Order Date: Feb 8, 2023
Estimated Delivery: Apr 30, 2023
Page: 1

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07057

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07057	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		AZ STATE CONTRACT ID CTR062308		
		2022 FORD F550, 84" CA		
		NEF07057		
		-		
1.00	021-132402	132" UTILITY BODY, 3 POINT T- HANDLES, UNDERCOATED, 5 YEAR WARRANTY, PRIMED, DIAMOND PLATE FLOOR ELECTROGALVANIZED CONSTRUCTION	10,310.84	10,310.84
7.00	008-239800	L3980 PADDLE LATCH W/CYL-KEY	79.74	558.18
1.00	021-010300	2000# REINFORCEMENT P/S (SOLID TOP)	2,781.76	2,781.76
1.00	021-400001	INCREASE BODY HEIGHT TO 42"	368.28	368.28
1.00		** CUSTOM OPEN P/S FRONT COMPARTMENT W/ DIVIDERS 4" APART / RENTENTION CHAIN	4,260.52	4,260.52
1.00		** CUSTOM 3" HIGH COMPARTMENT IN BED OF BODY / FULL LENGTH (R/S 7' DEEP, CENTER 6' DEEP, L/S 7' DEEP)	2,228.93	2,228.93
1.00		** CUSTOM H/RACK / EXPANDED METAL	800.40	800.40
1.00		** CUSTOM SERVICE BODY FOLD DOWN GRAB RAIL ON P/S SIDE PACK (SEE SKETCH)	994.29	994.29
1.00	021-000027	18" X 94" X 12" WORK BENCH WITH THRU COMPARTMENT....DOORS ON BOTH SIDES	2,940.81	2,940.81

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL ORDER AMOUNT	**Continued**

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60860
Sales Order Date: Feb 8, 2023
Estimated Delivery: Apr 30, 2023

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07057

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07057	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00	021-000050	VISE MOUNT	319.28	319.28
1.00	021-000011	UTB LED LIGHT KIT | TWO J-4412-RK 4" ROUND LED STT; TWO J-4412-CK 4" ROUND CLR LED; TWO J-56-R 3/4" RED LED MARKR LIGHT; ONE 5621534 LED LIC LIGHT	192.73	192.73
1.00	001-507003	PAINT WHITE INDUSTRIAL GRADE POLYURETHANE	1,467.00	1,467.00
1.00	001-507000	INSTALL SERVICE BODY	958.32	958.32
2.00	006-592004	E92004 6 LED WORK LIGHT	89.65	179.30
1.00	001-524000	INSTALL 2 WORK LIGHTS ON H/A RACK (E92004)	221.43	221.43
2.00		*CAR501010 WTS - CAST 12IN STEP HANDS FREE - BLK PWDR COAT	464.25	928.50
1.00	001-505000	INSTALL STEPS UNDER WORKBENCH BUMPER (1 D/S, 1 P/S)	110.00	110.00
1.00		*CAR200031 GRAB HANDLE CAST BOLT-ON BLACK POWDER COAT - SINGLE	55.08	55.08
1.00	001-505000	INSTALL GRAB HANDLE ON P/S REAR	110.00	110.00
4.00	006-543712	ED3712AC AMBER-CLEAR LED	179.57	718.28
2.00	006-543718	ED3712AR AMBER-RED LED	179.57	359.14
3.00	001-524000	INSTALL 2 SURFACE MOUNT LEDS (2 REAR, 2 FRONT, 2 A/R SIDE REAR ON BODY)	221.43	664.29

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL ORDER AMOUNT	**Continued**

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60860
Sales Order Date: Feb 8, 2023
Estimated Delivery: Apr 30, 2023

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07057

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07057	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		*WILTON STANDARD DUTY COMBINATION VISE, 8 IN JAW WIDTH, 8 1/4 IN MAX. OPENING, 4 3/4 IN THROAT DEPTH	986.88	986.88
1.00	010-110110	10K RECEIVER HITCH	951.51	951.51
1.00	003-581500	7 WAY POLY TRUCK END	20.94	20.94
1.00	003-582300	7 WAY MOUNT BRACKET	6.59	6.59
1.00	001-502101	INSTALL PLUG AT REAR OF TRUCK	82.04	82.04
1.00	001-502201	INSTALL B/C (PREWIRED)	78.41	78.41
1.00	001-506950	RELOCATE FACTORY CAMERA ONLY FROM TAILGATE TO BUMPER ON SERVICE BODY OR FLATBED...NO SENSORS	336.38	336.38
1.00	024-361259	THOR 3000 WATT INVERTER W/USB	771.90	771.90
1.00	001-526202	INST INVERTER IN P/S 2ND VERTICAL COMPARTMENT. PLUS REMOTE SWITCH....UP TO 3000 WATT INVERTER....NO BATTERIES...SEE SVC MGR FOR INDIVIDUAL VEHICLE SPECIFICS	411.40	411.40
1.00	056-990004	SPRAY IN BED LINER (BED, SIDES, TOPS) -	827.31	827.31
	00-SUB TO INSPE	PRICE IS SUBJECT TO VISUAL INSPECTION OF VEHICLE		
	00-CUST ORDER	TO BEGIN WORK, PLEASE REVIEW FOR		

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL ORDER AMOUNT	**Continued**

11027

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60860
Sales Order Date: Feb 8, 2023
Estimated Delivery: Apr 30, 2023
Page: 4

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
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Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07057	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		ACCURACY AND EMAIL OR FAX BACK WITH SIGNATURE AND PO X_____		

YUMA COUNTY PUBLIC WORKS DEPARTMENT
FUND: 06609.01.4000.45411 AMT: $ 38,841.17
FUND: _____ AMT: $ _____
FUND: _____ AMT: $ _____
APPROVAL: _____ DATE: 02/14/23
REQUISITION# ~~PR0012587~~

Subtotal	36,000.72
Sales Tax	2,840.45
Freight	~~0.00~~
TOTAL ORDER AMOUNT	**38,841.17**

Sign

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60861
Sales Order Date: Feb 8, 2023
Estimated Delivery: Apr 30, 2023
Page: 1

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07058

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07058	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		AZ STATE CONTRACT ID CTR062308		
		2022 FORD F550, 84" CA		
		NEF07058		
		-		
1.00	021-132402	132" UTILITY BODY, 3 POINT T- HANDLES, UNDERCOATED, 5 YEAR WARRANTY, PRIMED, DIAMOND PLATE FLOOR ELECTROGALVANIZED CONSTRUCTION	10,310.84	10,310.84
7.00	008-239800	L3980 PADDLE LATCH W/CYL-KEY	79.74	558.18
1.00	021-010300	2000# REINFORCEMENT P/S (FULL LENGTH SOLID TOP) DOUBLE HAT STIFFNER	2,781.76	2,781.76
1.00	021-400001	INCREASE BODY HEIGHT TO 42"	368.28	368.28
1.00		** CUSTOM OPEN P/S FRONT COMPARTMENT W/ DIVIDERS 4" APART / RENTENTION CHAIN	4,260.52	4,260.52
1.00		** CUSTOM 3" HIGH COMPARTMENT IN BED OF BODY / FULL LENGTH (R/S 7' DEEP, CENTER 6' DEEP, L/S 7' DEEP)	2,228.93	2,228.93
1.00		** CUSTOM H/RACK / EXPANDED METAL	800.40	800.40
1.00		** CUSTOM SERVICE BODY FOLD DOWN GRAB RAIL ON P/S SIDE PACK	994.29	994.29
1.00	021-000027	18" X 94" X 12" WORK BENCH WITH THRU	2,940.81	2,940.81
		Subtotal		Continued
		Sales Tax		Continued
		Freight		Continued
		TOTAL ORDER AMOUNT		**Continued**

DRAKE EQUIPMENT OF ARIZONA
2235 S 19TH AVE
PHOENIX, AZ 85009

Voice: 602.278.2552
Fax: 602.278.0427

SALES ORDER

Sales Order Number: 60861
Sales Order Date: Feb 8, 2023
Estimated Delivery: Apr 30, 2023

To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364

Ship To:
YUMA COUNTY PUBLIC WORKS ATTN: ACCOUNTS PAYABLE 4343 S AVE 5 1/2 E YUMA, AZ 85364 NEF07058

Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07058	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		COMPARTMENT....DOORS ON BOTH SIDES		
1.00	021-000050	VISE MOUNT	319.28	319.28
1.00	021-000011	UTB LED LIGHT KIT | TWO J-4412-RK 4" ROUND LED STT; TWO J-4412-CK 4" ROUND CLR LED; TWO J-56-R 3/4" RED LED MARKR LIGHT; ONE 5621534 LED LIC LIGHT	192.73	192.73
1.00	001-507003	PAINT WHITE INDUSTRIAL GRADE POLYURETHANE	1,467.00	1,467.00
1.00	001-507000	INSTALL SERVICE BODY	958.32	958.32
2.00	006-592004	E92004 6 LED WORK LIGHT	89.65	179.30
1.00	001-524000	INSTALL 2 WORK LIGHTS ON H/A RACK (E92004)	221.43	221.43
2.00		*CAR501010 WTS - CAST 12IN STEP HANDS FREE - BLK PWDR COAT	464.25	928.50
1.00	001-505000	INSTALL STEPS UNDER WORKBENCH BUMPER (1 D/S, 1 P/S)	110.00	110.00
1.00		*CAR200031 GRAB HANDLE CAST BOLT-ON BLACK POWDER COAT - SINGLE	55.08	55.08
1.00	001-505000	INSTALL GRAB HANDLE ON P/S REAR	110.00	110.00
4.00	006-543712	ED3712AC AMBER-CLEAR LED	179.57	718.28
2.00	006-543718	ED3712AR AMBER-RED LED	179.57	359.14
3.00	001-524000	INSTALL 2 SURFACE MOUNT LEDS (2 REAR, 2	221.43	664.29

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL ORDER AMOUNT	**Continued**

DRAKE EQUIPMENT OF ARIZONA

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Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07058	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		FRONT, 2 A/R SIDE REAR ON BODY) *WILTON STANDARD DUTY COMBINATION VISE, 8 IN JAW WIDTH, 8 1/4 IN MAX. OPENING, 4 3/4 IN THROAT DEPTH	986.88	986.88
1.00	010-110110	10K RECEIVER HITCH	951.51	951.51
1.00	003-581500	7 WAY POLY TRUCK END	20.94	20.94
1.00	003-582300	7 WAY MOUNT BRACKET	6.59	6.59
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1.00	001-502201	INSTALL B/C (PREWIRED)	78.41	78.41
1.00	001-506950	RELOCATE FACTORY CAMERA ONLY FROM TAILGATE TO BUMPER ON SERVICE BODY OR FLATBED...NO SENSORS	336.38	336.38
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	00-SUB TO INSPE	- PRICE IS SUBJECT TO VISUAL INSPECTION OF VEHICLE		
		Subtotal		Continued
		Sales Tax		Continued
		Freight		Continued
		TOTAL ORDER AMOUNT		**Continued**

11027

DRAKE EQUIPMENT OF ARIZONA

2235 S 19TH AVE
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Customer ID	PO Number	Sales Rep Name
YUMCOU	NEF07058	CALEB M. STEWARD
Customer Contact	**Shipping Method**	**Payment Terms**
	Your Truck	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
	00-CUST ORDER	TO BEGIN WORK, PLEASE REVIEW FOR ACCURACY AND EMAIL OR FAX BACK WITH SIGNATURE AND PO X_____		

YUMA COUNTY PUBLIC WORKS DEPARTMENT
FUND: 06609.01.4000.45411 AMT: $38,841.17
FUND: _____ AMT: $_____
FUND: _____ AMT: $_____
APPROVAL: _____ DATE: 02/14/23
REQUISITION# ~~PR0012566~~

	36,000.72
Subtotal	2,840.45
Sales Tax	0.00
Freight	**38,841.17**
TOTAL ORDER AMOUNT	

Sign

DocuSign Envelope ID: 601611A0-0090-4019-AB04-B058A13D333B

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Drake Equipment of Arizona	
Offeror (Company) Name	Signature of Person Authorized to Sign Offer
2235 S. 19th Avenue	Mark D. Kruse 7/8/22
Address	Printed Name Date
Phoenix AZ 85009	CEO
City State Zip	Title
mark@drakeequipment.com	602-278-2552
Email Address	Phone Number
Info@drakeequipment.com	
Company Email Address	Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR062308 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 1st day of October 20 22

DocuSigned by:
Christine Fruitman 9/23/2022
3E7EEFE3E6B54F3...

Procurement Officer Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004560

DESCRIPTION: Landscape and Utility Vehicles, Trailers and Equipment

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Patrick Breazeale
Procurement Officer
Phone: 602-712-8504
Email: PBreazeale@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

TABLE OF CONTENTS

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2 - Title VI/Non-Discrimination Assurances Appendix E	31
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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for Landscaping and Utility vehicles, Trailers and Equipment.

2. Introduction and Background

2.1. The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide various landscaping equipment and vehicles which includes but is not limited to, utility vehicles, tractors, trailers, all-terrain vehicles, grounds maintenance vehicles, lawn and garden equipment, in addition to other related products, parts and accessories for the State of Arizona and participating Eligible Agencies. This equipment will be used to support official organizational goals.

3. General Requirements

3.1. The contractor shall provide a comprehensive selection of products at anticipated volumes available through manufacturer's current published price lists. Products offered shall be the newest product model available from the manufacturer. No prototype, demo products, rebuilt or reconditioned products shall be accepted.

3.2. Contractors shall have the ability to create and process numerous individual accounts for order placement, billing and reporting purposes and have inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.

3.3. For vehicles or equipment requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.4. The contractor may assign a representative(s) to the State to act as a liaison between the Eligible Agencies and the contractor.

3.5. The contractor shall provide general help and ordering assistance including toll-free phone and web-based support.

3.6. The contractor shall have a return process in place to accommodate for any defective or damaged product. Any item that is received in error or in a defective or damaged condition shall be replaced or returned within thirty (30) days at no cost to the Eligible Agency. Any defects noted after thirty (30) days of acceptance, the eligible agencies will utilize the (1) year manufacturer's warranty.

3.7. The contractor shall have local Arizona authorized service and repair facilities capable of servicing, repairing and or warranty work on any equipment sold to the State of Arizona.

3.8. Once a purchase order has been issued, the contractor shall notify the Eligible Agency of any delivery date delays or changes as early as possible.

4. Specific Requirements

4.1. Product Categories

Equipment offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related types of powered equipment (i.e. gasoline, E85, bio-diesel, diesel, alternative fuels, battery and electric), parts and accessories. The Contractor shall provide the goods described in any or all of the following categories:

1. Lawn and garden equipment: To include but not limited to; edger's, shrub trimmers, chain saws, stump grinders, wood splitters, weed eaters, portable pumps, portable generators and leaf blowers.

2. Mowers: To include but not limited to; walk-behind, reel, rotary, flail, zero turn, ride on, commercial front and wide-area mowers, commercial boom or side-arm mowers, three point hitch type, pull behind, and trim (edge).

3. Athletic Field and Turf Equipment: To include but not limited to; aerators, ball field and bunker rakes, scrapers, stripers, rollers and edgers.

4. Sprayers: To include but not limited to; backpack sprayers, spot sprayers, electric or gas-powered towable or mounted sprayers (encompassing cart, trailer, truck or vehicle mounted) and self-standing mix tanks, including all applicable parts, attachments and accessories. Stock and custom rigs are included.

5. Brush or wood chippers: To include but not limited to; hydraulic fed, power take off (PTO) driven, skid mount or upright chippers, gas-powered capable of processing up to 3" diameter material, diesel-powered capable of chipping material up to 18" x 24", including all attachments and accessories.

6. Tractors: To include but not limited to; compact utility, utility, tow tractors and agriculture tractors, including all applicable implements and attachments.

7. Compact Excavators: (Max operational weight of 20,000 lbs.) To include but not limited to; skid steers, loader backhoes, tractor loaders and mini hydraulic excavators, including all applicable implements and attachments.

8. Utility Trailers: (Max Gross Vehicle Weight Rating (GVWR) 25,900 lbs and electric brakes only.) Full line and sizes of Fifth wheel, Ball Hitch, Lunette Eye Pintle Hook, enclosed, open, tilt, tandem axle, single axle, carry-on dump trailers, off-road vehicle trailers. Semi-trailers are not included.

9. Utility Boxes: (Maximum capacity 70 cu. ft.) To include but not limited to; steel, aluminum or plastic construction, truck toolbox, construction site storage box (job box), storage drawer boxes for van and truck bed mounting.

10. Utility Vehicles: To include but not limited to; three or four wheelers, quads, work/utility ATVs, Battery electric vehicles, burden carriers and personnel carriers including all attachments and accessories. Sand Rail and Dune Buggy ATVs and side by sides are not included.

11. Towable: To include but not limited to; towable light towers, trailer mounted centrifugal pumps, pull behind generators and air compressors.

4.2. **Training**

1. If requested by the Eligible Agency, the contractor shall provide, at no additional cost, on-site training to ensure proper use of equipment.

2. In lieu of face-to-face training, the Eligible Agency may request the contractor to provide copies of any existing training materials, which cover the inspection, service, and operation of purchased equipment.

3. Training shall be conducted by qualified representative(s) that have a high level of knowledge and experience relating to the type of equipment offered or purchased and experience in performing such training.

4. Scheduling Training: The Eligible agency shall be responsible for scheduling training. When an Eligible Agency places an order and training will be required, the Agency may designate a point of contact for any training coordination.

5. The training shall contain the following information:
   - Technical Manuals
   - Vehicle/Equipment Familiarization
   - Engine
   - Transmission
   - Brakes And Air Supply System
   - Body And Components
   - Hydraulic Systems

- Complete Electrical Components
- Calibration Systems

6. Operator and Mechanic Training: Operator training shall focus on the operation of equipment, daily inspections, as well as, minor adjustments and shall be conducted at the location requested by Eligible Agency. Mechanic training shall focus on the operations, routine/preventive maintenance and repair troubleshooting of equipment and shall be conducted at the location requested by Eligible Agency. The contractor will be notified of these locations when the Eligible Agency schedules the training.

6.1 Operator Training. At completion of training session the attending equipment operators shall be able to:

- Describe the operating capabilities and any special features present on the equipment.
- Identify all control devices to the equipment model.
- Describe the proper/safe techniques to use for transporting the equipment including loading and tie-down.

Use the Operator's Manual to identify:

- Special safety considerations that include cautions and warnings applicable to the operation of the equipment
- Manufacturer's recommended preventive maintenance service intervals and procedures including pre- and post-operational inspection and service requirements.

Demonstrate on the equipment:

- The ability to identify inspection and service points.
- Proper/safe start-up and shutdown procedures.
- Proper/safe use of all controls.

6.2 Mechanic Training. At the completion of these training sessions, the attending technicians will be able to:

1. Describe the primary equipment systems design features, function and capabilities.
2. Identify the primary equipment systems component location and function.
3. Use manufacturer's reference literature and materials to identify.
4. Manufacturer's Preventive Maintenance service intervals and procedures.
5. Recommended system diagnostic procedures and repair processes.
6. Representative component part numbers and nomenclature.

7. Demonstrate on the equipment, the use of specified diagnostic procedures and appropriate tools/devices to diagnose the most likely primary equipment system failures and describe the procedures that would be required to repair these failures.

4.3. **Manuals:** A digital version or hard copy of all manuals may be provided for an additional fee to the eligible agencies if requested. The manual fee(s) will be quoted at the time of the estimate. The contractor shall provide either electronic or hard copy manual(s) as requested by the eligible agency:

- Operator's Manuals, per unit ordered.
- Parts Manual, per unit ordered.
- Service and Repair Manual, per unit ordered.
- Overhaul Manual, per unit ordered.
- Cross reference guide from manufactures (part numbers to their suppliers part numbers), per unit ordered.

4.3.1. If Applicable, the Contractor shall include wiring diagrams, Hydraulic / Pneumatic Schematics (for basic machine and engine) as part of the manual documentation and must be delivered to the Eligible Agency if requested.

4.4. **Up-fit / Modifications**

4.4.1. The Eligible Agency may request the Contractor(s) to up-fit/modify any vehicle or equipment for specific organizational needs. Other vehicles or equipment may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2. The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5. **Estimates:** All products shall be quoted from the most current product line offered on manufactured website.

4.5.1 A written or electronic quote that includes parts, materials, and estimated delivery time shall be provided to the eligible agency prior to commencement of delivery of goods. Quote shall contain the following at a minimum:

- Manufacturer Part number
- Description
- MSRP
- Contracted Price (Showing Discount)

4.6. **Pricing Structure**

4.6.1. Contract prices shall be in the form of a fixed percentage of discounts off the most recent Manufacturers Suggested Retail Price (MSRP) part of the contract. The published price list may be in the form of an Internet website. The internet website shall include at a minimum, part numbers and descriptions (Photos Optional) of all contracted products or groups of products. Real-time MSRP may be used at the time that the estimate is issued as long as the MSRP is published and available for the eligible agency to review.

4.6.2. The contractor shall honor the quoted MSRP with applicable discounts for a minimum of 30 days.

4.6.3. Economic Surcharges: Any manufacturer imposed surcharges shall be listed on the estimate and acceptance of charges shall be determined by the eligible agency.

4.7. **Warranty**

4.7.1. Contractor shall be responsible for all warranty work. In addition, the Contractor shall have an authorized repair dealer located in Arizona that will accomplish or coordinate any necessary warranty work.

4.7.2. The minimum warranty shall be One (1) year or manufacture/industry standard warranty whichever is greater.

4.7.3. The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance by the eligible agency unless otherwise agreed to in writing.

5. Contractor's Responsibilities

5.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts awarded will be equal to or better than the lowest prices the contractor sells to an equivalent entity.

6. Department's Responsibilities

6.1. **Inspection & Acceptance:** The eligible agency shall have ten (10) business days (excluding any state holidays) to complete the inspection and acceptance of equipment. The eligible agency shall not unreasonably withhold acceptance.

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Deliveries shall be completed In accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within Ten (10) days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased
- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes
- Applicable Shipping/Freight Charges(inbound freight only)

- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The Department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price

increase or an alternate option, is in the best interest of the State. A price increase request will only be required if a reduced discount percentage revision is being requested.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Administration (OSHA), US Environmental Protection Agency (EPA), Federal Motor Vehicle Safety Standards (FMVSS), Industrial Commission of Arizona (ICA), and Arizona Motor Vehicle Division (MVD) regulations, as well as, all other industry standards, including the National Electric Code and the National Fire Protection Association.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. Any defects of design, workmanship or materials shall be fully corrected by the Contractor (including parts and labor) without cost to the Department.

3. The manufacturer's warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance by the eligible agency unless otherwise agreed to in writing.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

a. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

b. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile.

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer and Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

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

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

21. INSURANCE

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

21.2 **Minimum Scope and Limits of Insurance** Contractor shall provide coverage with limits of liability not less than those stated below.

21.2.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate $2,000,000

• Products – Completed Operations Aggregate $1,000,000

• Personal and Advertising Injury $1,000,000

• Damage to Rented Premises $50,000

• Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.2.2 Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or nonowned automobiles used in the performance of this Contract.

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

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

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. 23.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation Statutory

• Employers' Liability

o Each Accident $1,000,000

o Disease – Each Employee $1,000,000

o Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.3 **Additional Insurance Requirements** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.3.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.3.2 Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

21.4 **Notice of Cancellation** Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative’s Name, Address & Fax Number).

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

21.6 **Verification of Coverage** Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the

insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.6.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

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

21.6.3 The certificate shall state that the insurance applies to any and all work performed for or on the behalf of the State of Arizona/ADOT. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

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

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

21.9 **Exceptions** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30

- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

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

23. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

24. CO-OP USAGE

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

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

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

25. SERIAL NUMBERS

Equipment supplied under this contract must contain an original manufacturer's serial number. Serial number may not be altered in any way. Throughout the contract term, the Department reserves the right to reject any altered equipment.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

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

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

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

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five

(5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

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

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

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

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

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

4. Costs and Payments

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

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

4.3. Applicable Taxes.

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

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

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes,

unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

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

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

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

6. **Risk and Liability**

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

6.2. Indemnification

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

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

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

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. Warranties

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

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

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

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

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

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

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

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

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

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

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State 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, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

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

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

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

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this

paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
ADOT Quarterly Usage Report

- *This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.*

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

-

Agency/Org /Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Part/Product Code	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

AIR-11990 **Consent Calendar 13.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Authorize Chairman to Sign FY2022-23 Fill the Gap Application

Submitted By: Kathy Schaben **Prepared by:** Kathy Schaben

Department: Superior Court Administrator

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Superior Court Administrator: Authorize the Chairman to sign the Fill the Gap application for Fiscal Year 2022-23 in the amount of $197,444.

2. SUMMARY:

Fill the Gap is a program developed by the Arizona Legislature to address the increased court caseloads resulting from additional peace officers in the field. Fill the Gap revenues derive from a percent of appellate filing fees and the Local Court Assistance Fund, also known as the 5% Set Aside.

Fill the Gap revenue sources for FY2023 include $50,186 from state sources and $147,258 from the local 5% Set Aside. Fill the Gap funds a portion of the personnel expenses of a Superior Court Judge, 100% of the Caseflow Manager, a Court IT staff position, and a Courtroom Clerk.

3. RECOMMENDED MOTION:

Authorize the Chairman to sign the Fill the Gap application for Fiscal Year 2022-23 in the amount of $197,444.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

Approved Gil Villegas, Jr.

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 03.14.23

6. COUNTY ADMINISTRATOR:

Fiscal Impact

Attachments

FY2023 Yuma FTG Application

FILL THE GAP (FTG) APPLICATION

A. APPLICANT INFORMATION

1.	COURT NAME: YUMA COUNTY SUPERIOR COURT		
2.	CONTACT PERSON: KATHLEEN M. SCHABEN	3. TITLE: SUPERIOR COURT ADMINISTRATOR	
4.	ADDRESS (STREET, CITY, STATE, ZIP): 250 W. 2ND STREET, YUMA, ARIZONA 85364		
5.	PHONE: (928) 817-4090	6. FAX: (928) 817-4091	7. E-MAIL ADDRESS: KSCHABEN@COURTS.AZ.GOV

B. BUDGET INFORMATION

8. PROJECT TITLE: CRIMINAL CASE PROCESSING

9. BEGIN DATE: 07/01/22 END DATE: 06/30/23

10.	AMOUNT STATE FTG REQUESTED:	AMOUNT LOCAL FTG REQUESTED:	LOCAL BALANCE (COURT PORTION):
	$ 50,186	$ 147,258	$ 0.00 (SET ASIDE PORTION) $147,258 ACTUAL AS OF: 06/30/22 (CERTIFIED BY LOCAL FINANCE)

11. OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE $ AMOUNT): $ 197,444

12.			
☐	NEW REQUEST	☒ CONTINUE PROJECT – TIME & $ ☐ CONTINUE PROJECT – ADDITIONAL STAFF GPT # 0714FTG001	☐ EXTEND PROJECT - TIME ONLY, NO ADDITIONAL FUNDS (PLEASE PROVIDE EXPLANATION FOR EXTENSION REQUEST) GPT #

C. PROJECT INFORMATION

13. DESCRIPTION OF PROJECT PLAN.

The Project Plan for Yuma Superior Court is to continue to perform targeted data cleanup, to efficiently process criminal cases, to submit accurate, timely Case Processing reports in compliance with the Arizona Supreme Court Case Processing Standards and guidelines, and to continue to participate with AJACS trainings and workshops to refine calendaring, scheduling, and reporting functions of the CMS.

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

The funds allocated to Fill the Gap and the 5% Set Aside Fund continue to pay the personnel expenses of court employees, including a judge, whose primary responsibilities are criminal case processing, collection of criminal case data, analysis of criminal case data, and reporting of criminal case data for purposes of strategic planning, and preparation of local and state reports.

Utilizing the AJACS Time Standards Reports, the Caseflow Department in Superior Court continues to perform daily data cleanup to ensure the integrity of collected information and statistics. With the assistance of the Superior Court IT Department, the court is now able to produce more accurate, reliable reports in compliance with the Arizona Supreme Court Case Processing Time Standards.

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

ARIZONA CASE PROCESSING TIME STANDARDS:

(1) ADJUDICATE 65% OF CASES WITHIN 90 DAYS

(2) ADJUDICATE 85% OF CASES WITHIN 180 DAYS

(3) ADJUDICATE 96% OF CASES WITHIN 365 DAYS

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPEDITURE).

PERSONNEL	$	**93,173.00**
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	**93,173.00**

E. BUDGET (CLERK OF THE COURT)		
PERSONNEL	$	104,271
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT/FURNITURE	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	104,271

F. BUDGET (JUSTICE COURT)		
PERSONNEL	$	
PROFESSIONAL SERVICES	$	
TRAVEL	$	
OTHER OPERATING	$	
OFFICE EQUIPMENT	$	
COMPUTER EQUIPMENT	$	
TOTAL	$	

G. PERSONNEL EXPENDITURE DETAIL

SUPERIOR COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
.38 fte	Superior Court Judge	$ 12,206.00
1.00	Caseflow Manager	$ 80,967.00
		$
		$
Total		$ 93,173.00

CLERK OF THE COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
1.00	Court Clerk Specialist	$ 55,716.00
1.00	Data Integrity Specialist	$ 48,555.00
		$
		$
Total		$ 104,271.00D

JUSTICE COURTS

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		$
		$
		$
		$
Total		$

H. EQUIPMENT EXPENDITURE DETAIL

SUPERIOR COURT

Type of Equipment	Amount
	$
	$
	$
	$
	$
Total	$

CLERK OF THE COURT

Type of Equipment/Furniture/Other Operating	Amount
	$
	$
	$
	$
	$
Total	$

JUSTICE COURT

Type of Equipment	Amount
	$
	$
	$
	$
	$
Total	$

I. Signatures of Submitting Parties

☒ Agree
☐ Disagree (attach explanation)

PRESIDING JUDGE SUPERIOR COURT — DATE

DAVID M. HAWS
PLEASE PRINT NAME

☐ Agree
☐ Disagree (attach explanation)

CHAIRMAN, BOARD OF SUPERVISORS — DATE

PLEASE PRINT NAME

☒ Agree
☐ Disagree (attach explanation)

CLERK OF THE SUPERIOR COURT — DATE 2/21/23

LYNN FAZZ
PLEASE PRINT NAME

☒ Agree
☐ Disagree (attach explanation)

PRESIDING JUSTICE OF THE PEACE — DATE 2/21/23

GREG STEWART
PLEASE PRINT NAME

SUBMIT COMPLETED APPLICATION TO:
csdgrants@courts.az.gov
or
GRANT SPECIALIST
COURT SERVICES DIVISION
ADMINISTRATIVE OFFICE OF THE COURTS
1501 W. WASHINGTON, SUITE 410
PHOENIX, AZ 85007

AIR-11951 **Discussion 1.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Yuma County Employee Benefits Trust Premium Rates for FY 2023/2024

Submitted By: Felicia Frausto

Department: Human Resources

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Human Resources: Approve the FY 2023-24 Yuma County Employee Benefit Trust Medical Plan and Plan Design Changes, approving:

a) Option H rates to maintain existing contribution strategy and to NOT implement contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18), and;

b) Approve the following plan design changes:

1) Increase PPO Option A Deductible from $900 to $1,100;

2) Increase PPO Option B from $1,200 to $1,400;

3) Increase PPO Option A , OOP Maxes from $4,800 to $5,000. No increase to OOP in Options B and HDHP. Total increase to rates is 4.0%.

2. SUMMARY:

Currently, Yuma County offers the following:

(1) Preferred Provider Option (PPO) A 80/20, $900 deductible, $4,800 out of pocket maximum/Southwest Service Administrators (SSA) Mexico network ($5,000 individual/$10,000 family);

(2) PPO B 70/30 in network, $1,200 deductible, $6,200 out of pocket maximum/SSA Mexico network ($5,000 individual/$10,000 family), and;

(3) $1,500 High Deductible Health Plan with a Health Savings Account (HDHP-HSA), $6,200 out of-pocket maximum expenses. SSA Mexico network is not a service included with the HDHP-HSA. All three plans offer employees a $20 per month wellness incentive premium reduction.

The Human Resources Director presented to the Board of Supervisors (BOS) on Tuesday, February 28, 2023, the 8.1% premium rate increase for plan year 2023/24 based on market trend. In September 2018, the BOS approved a dependent contribution strategy to shift an additional 1.5% to employee dependent contribution over the next three years, to eventually result in a 60% Employer (ER) contribution for

dependents and a 40% Employee (EE) dependent contribution. The first 1.5% dependent coverage cost shift was made effective 7/1/2019 (FY 2019-2020), and the second 1.5% dependent cost shift was made effective 7/1/2020 (FY 2020-2021).

In plan year 2022/23 the 1% dependent shift was deferred to be reviewed in plan year 2023/24. The current Plan year contribution strategy is a 61% Employer/39% Employee split (1% ER dependent shift).

The following options are presented for consideration for premium rates for FY 2023/24:

Option A: Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the 8.1% increase between the County and employees. Total increase to rates is 8.1%

Option B: Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). Total increase to rates is 8.1%

Plan Design Modifications:
Increase PPO Option A Deductible from $900 to $1,100; Increase PPO Option B from $1,200 to $1,400. Increase PPO Option A , OOP Maxes from $4,800 to $5,000. No increase to OOP in Options B and HDHP.

Plan C: Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the increase between the County and employees. Includes plan design changes. Total increase to rates is 6.0%

Plan D: Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). Includes plan design changes. Total increase to rates is 6.0%

Plan E: Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the increase between the County and employees. Includes plan design changes. Total increase to rates is 5.0%

Plan F: Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). Includes plan design changes. Total increase to rates is 5.0%

Plan G: Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the increase between the County and

employees. Includes plan design changes. Total increase to rates is 4.0%

Plan H: Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). Includes plan design changes. Total increase to rates is 4.0%

Plan I: Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the increase between the County and employees. Includes plan design changes. Total increase to rates is 3.0%

Plan J: Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). Includes plan design changes. Total increase to rates is 3.0%

Staff met with the Employee Health Team Committee (EHTC) on March 03, 2023, to discuss the options and make recommendations for staff to present to the Yuma County Employee Benefit Trust (YCEBT) Board on March 9, 2023. Staff is recommending Plan H: Proposed 2023–2024 rates maintain existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). Includes plan design changes. Total increase to rates is 4.0%.

3. RECOMMENDED MOTION:

Approve the FY 2023-24 Yuma County Employee Benefit Trust Medical Plan and Plan Design Changes, approving:
a) Option H rates to maintain existing contribution strategy and to NOT implement contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18), and;
b) Approve the following plan design changes:
1) Increase PPO Option A Deductible from $900 to $1,100;
2) Increase PPO Option B from $1,200 to $1,400;
3) Increase PPO Option A , OOP Maxes from $4,800 to $5,000. No increase to OOP in Options B and HDHP. Total increase to rates is 4.0%.

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to authority. TWF 3/13/23

6. COUNTY ADMINISTRATOR:

Approved for consideration, Ian McGaughey 3/13/23

Fiscal Impact

General Ledger Fund Name: 06607.01

Project #:
Funds Available Y / N: Y
Grants/Projects - Title:
Award #:
Account #: 2100.42181
Fiscal Impact/Budget Amendment Resolution No.:

Attachments

2023-2024 YCEBT Premium Rates
NOBA #D3, 09-17-2018

Yuma County Employee Benefit Trust

July 1, 2023 – June 30, 2024 Self-Funded Health Plan Budget Projection

Board of Supervisors Presentation | February 28, 2023

Mark Fitch, Senior Benefits Consultant, Segal
Melissa Krumholz FSA, MAAA, Senior Health Consultant, Actuary

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Agenda

1. **Self-Funding Basics**
2. FY 2023-24 Projection
3. Plan Design Consideration
4. Summary of Options for Review
5. Detail of Options' Impact to Rates
6. Appendix

1. Self-Funding Basics: *Overview*

What is Self-Funding?

- Self-funding (also known as self-insuring) is an arrangement in which the Plan Sponsor assumes direct financial responsibility for the costs of participants' claims.
  - Self-funded Plan Sponsors typically contract with third-party administrators or an insurance company under an Administrative Services Only (ASO) arrangement to provide administrative services for the self-funded plan (e.g., network, claims processing, pre-certification). A variety of benefit programs can be self-funded including medical, pharmacy, dental, and vision.
  - Plan Sponsors generally purchase stop loss coverage from an insurance company to protect against catastrophic claims (individual stop loss) or total claims cost that exceeds an agreed upon annual maximum (aggregate stop loss). The amount of stop loss coverage protection and the design of that protection varies by the Plan Sponsor's risk tolerance.

Yuma County uses BlueCross BlueShield of Arizona (BCBSAZ) for its self-funded U.S. medical network, claim administration, and stop loss; Express Scripts (ESI) for self-funded pharmacy network and benefit administration; and Southwest Service Administrators (SSA) for its self-funded Mexico network and claim administration.

1. Self-Funding Basics: *Rewards*

Plan Design Flexibility

- The Plan Sponsor's self-funded plan design options are more flexible than a fully insured design, provided the administrator can administer the proposed plan. Most self-funded plans are exempt from having to comply with plan design mandates on insured plans by state insurance regulations.

Claim Payment Exceptions

- The self-funded Plan Sponsor has the ability to pay a claim on an exception basis, whereas an insurance company is generally bound by the rules of the insurance certificate/contract until the product is renewed.

Expanded Report Availability

- The self-funded Plan Sponsor generally has access to a greater number of reports from their administrator(s).

Plan Sponsor Holds Claim Reserves

- A self-funded plan the Plan Sponsor holds the claim reserves and funds claims as they occur, allowing the self-funded Plan Sponsor to earn investment income on monies until dispersed for payments.

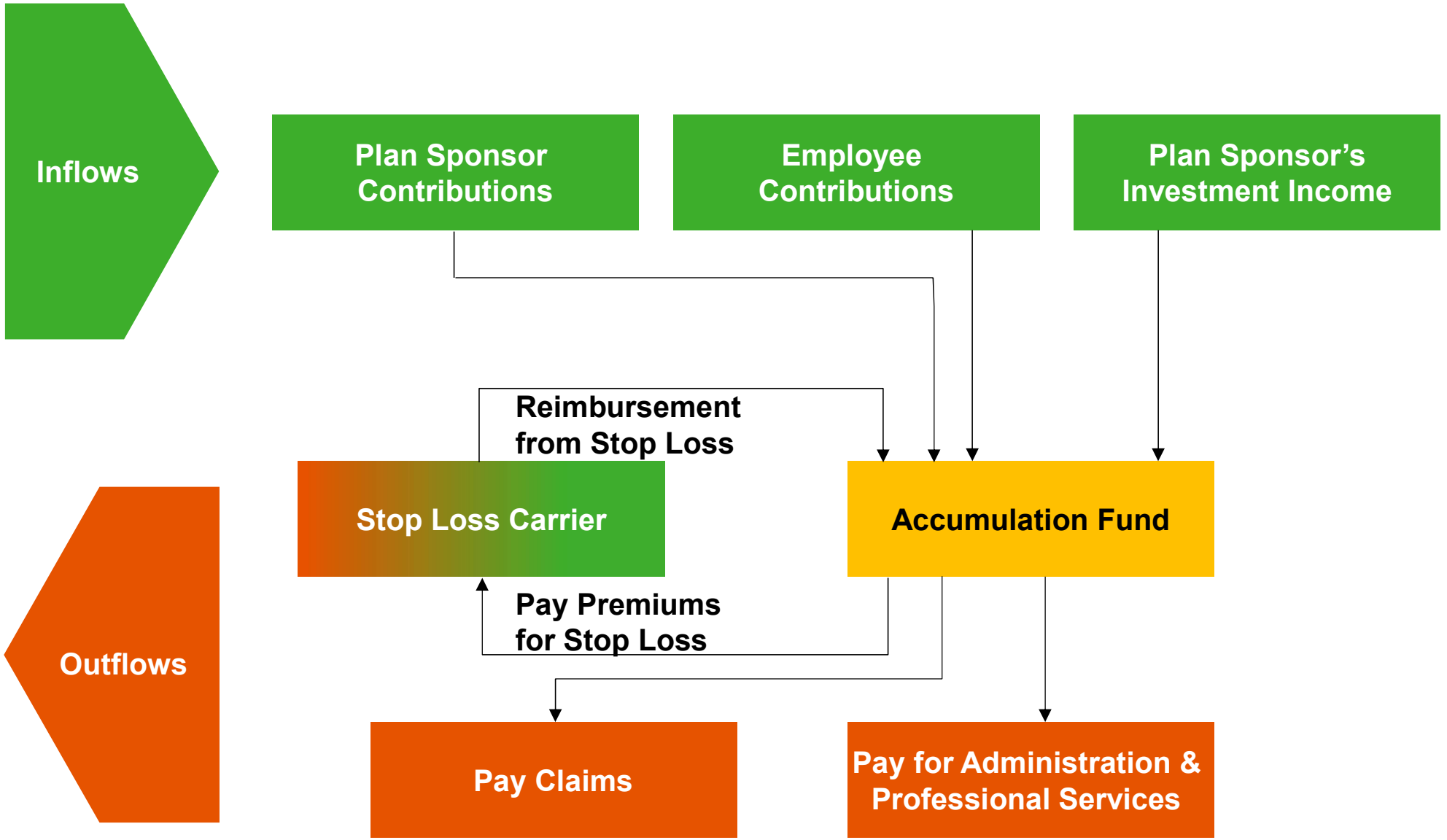
Risk Management Effectiveness

- The Plan Sponsor determines the level of claim risk tolerance by retaining all of the risk or sharing a portion of the risk with a stop loss insurer.

Savings to the Plan Sponsor

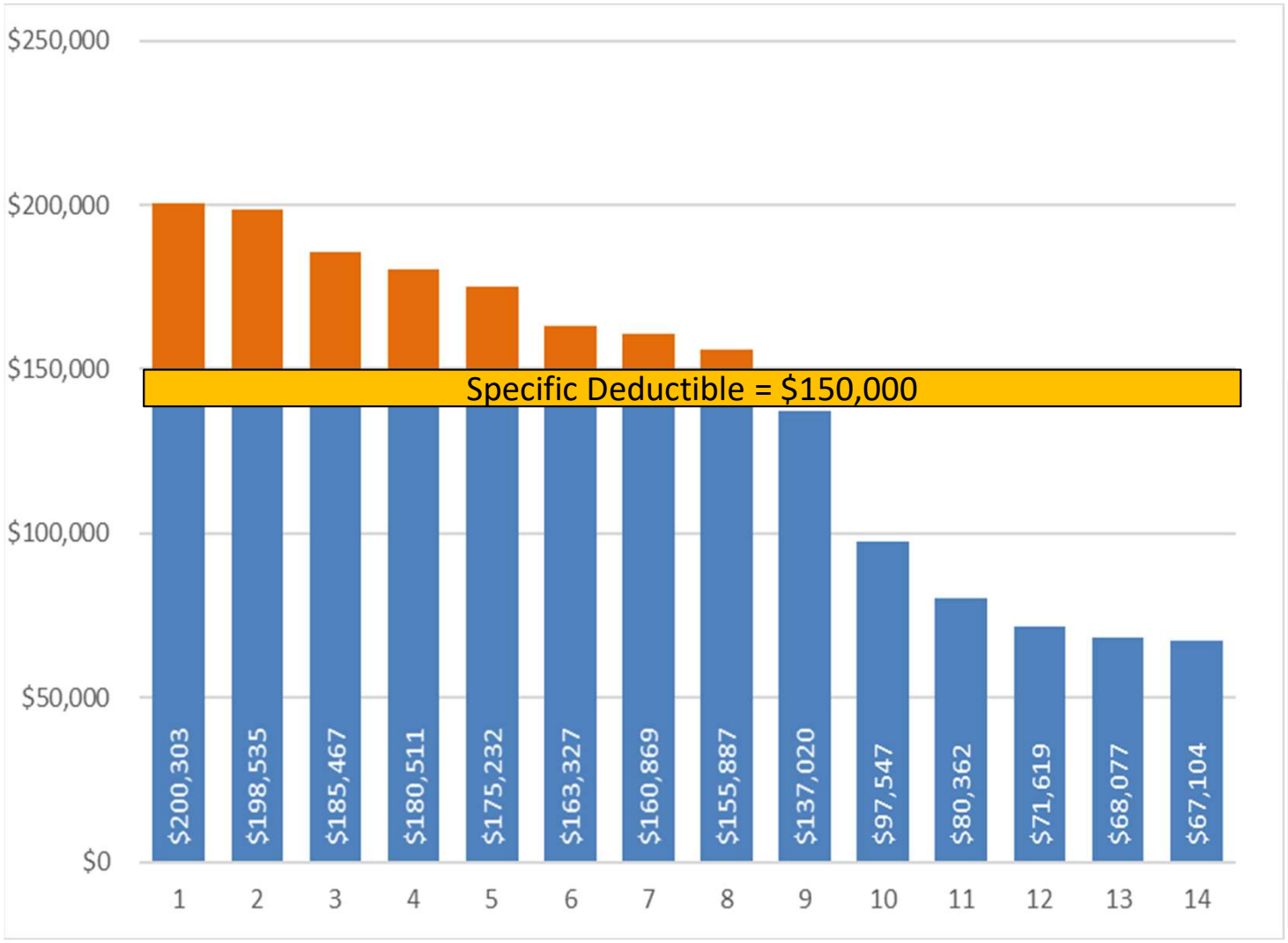
- Those years in which claim activity is lower than expected, the Plan Sponsor keeps all the savings unlike being fully insured where the insurance company keeps all of the savings. Self-funding also produces a significant savings due to the elimination of premium taxes and insurance company risk charges.

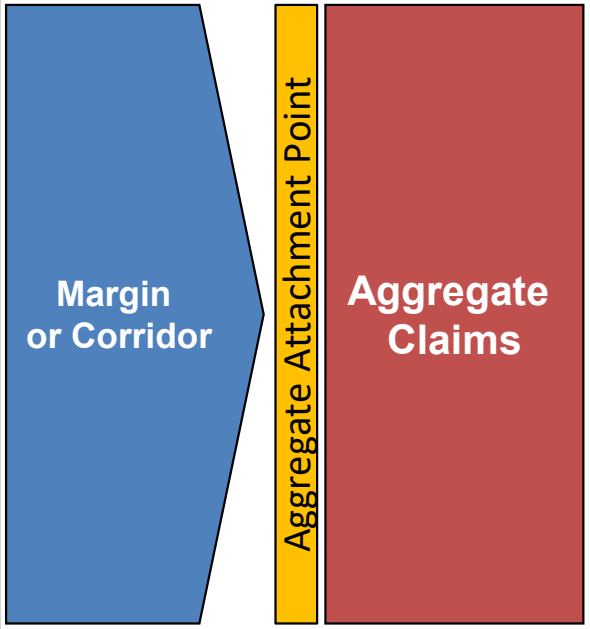
1. Self-Funding Basics: *Cash Flow*



1. Self-Funding Basics: *Stop Loss*

Illustrative Example (Not Actual Yuma County Data)





1. Self-Funding Basics: *Reserves*

- **IBNR Reserves:** all claims have some degree of "lag" between the date a service is rendered and the date the claim is adjudicated (paid) by the claims payer. This can be due to:
  - Time needed for the provider to complete and/or enter the claim form.
  - Time needed to research and/or process the claim.
  - Postal delivery time (for paper claims).
- Not all types of claims have the same level of “lag”:
  - **Prescription Drug claims** are adjudicated at the point of sale (the pharmacist swipes your card) and have little claim lag except for the delay between the rendering of the service and posting to the plan sponsor's financial ledger.
  - **Dental claims** tend to have a little longer lag but also make use of high auto-adjudication rates and electronic claims submission.
  - **Medical claims** have the longest "lag" due to the complex nature of the claim which can require a greater degree of manual claim intervention, and possible coordination of benefits (cob) with either a spouse's plan or Medicare.
- **Claims Fluctuation Reserves:** Segal also recommends a claim fluctuation reserve to be funded. The claims fluctuation reserve is used to cover unexpected adverse claims experience caused by large claims and other factors, such as mid-year changes in the risk profile of the plan members.

Yuma County’s IBNR for medical and prescription drugs is $1.1 million as of June 30, 2022. Unaudited financial statements indicate a fund balance of approximately $9.06 million as of December 31, 2022.

2023 Segal Survey - Trend

What Is Trend?

- Health plan cost trend is a forecast of increases in allowed per capita claims cost. Allowed per capita claims cost is eligible billed charges (before participant cost sharing) less provider discounts.

What factors influence trend?

Utilization

- New treatment, therapies and technologies
- Increased demand from increased health risks due to aging population or rise in obesity
- Greater emphasis on detection and diagnoses

Unit Price

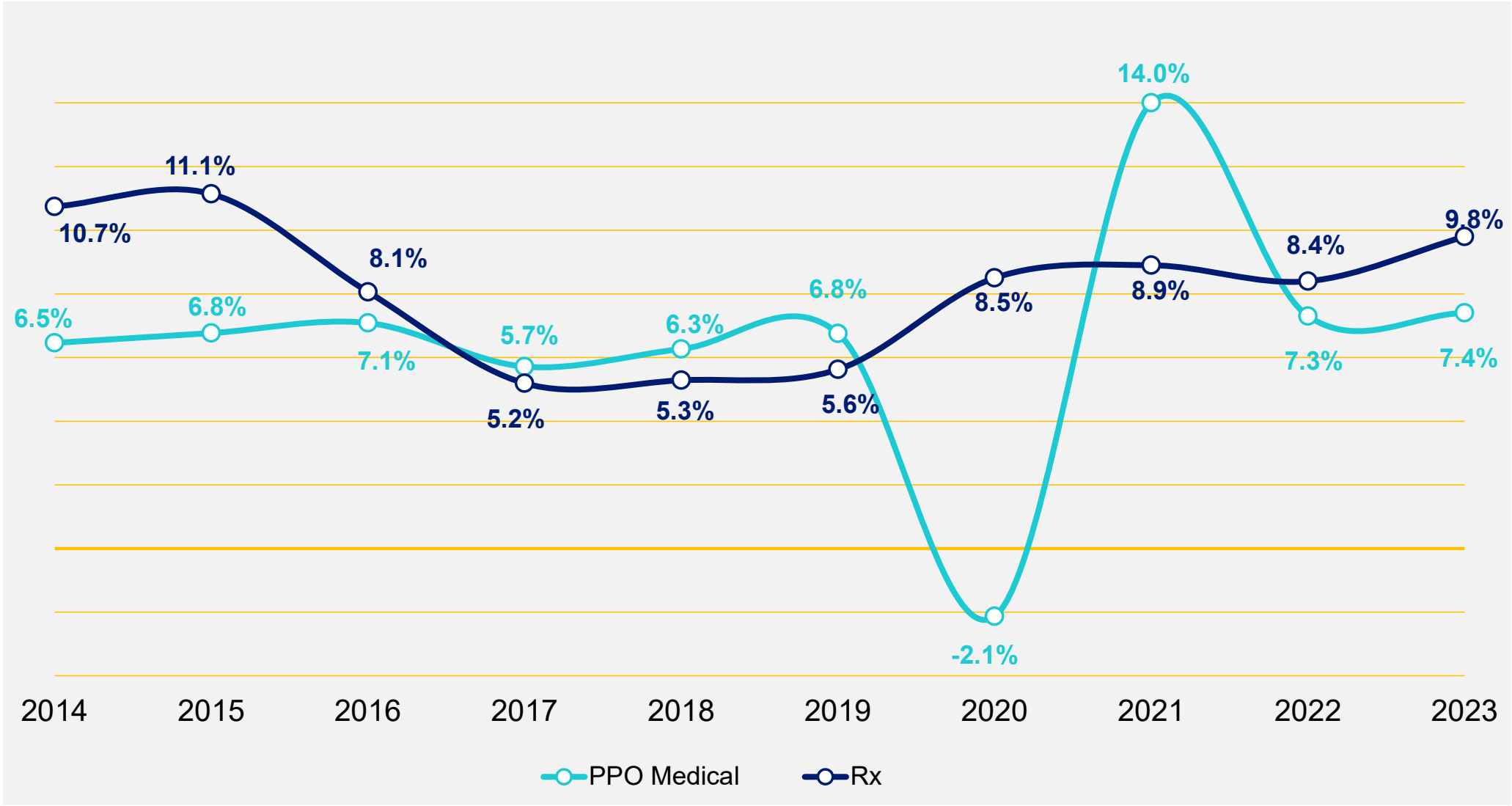
- Provider cost shifting from reduced payment by Medicare and Medicaid
- Provider price increase
- Shift in the mix of claims



The survey examined components of trend and found two significant 2023 cost drivers:

- The price of goods and services are a more significant factor than higher utilization of services in hospital trend increases; and
- Survey respondents noted that utilization appears to be leveling off in 2023.

Ten-Year Summary of PPO Medical & Prescription Drug Trends: 2014–2021 Actual and 2022 and 2023 Projected



Yuma County's increase in contribution rates for FY 2022-2023 was 0.0% after reserve buy down.

Source: 2023 *Segal Health Plan Cost Trend Survey*
All trends are illustrated for actives and retirees under age 65
Prescription drug trend is combined for retail and mail order delivery channels.

Agenda

1. Self-Funding Basics
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2. FY 2023-24 Projection: *Disclaimers*

- The projection in this report is an estimate of future cost and is based on information available to Segal at the time the projection was made. Segal has not audited the information provided. A projection is not a guarantee of future results. Actual experience may differ due to, but not limited to, such variables as changes in the regulatory environment, local market pressure, change in demographics, overall inflation rates and claims volatility.

- The Coronavirus (COVID-19) pandemic continues to evolve and impact the U.S. economy and health plan claims projections for Health Plan Sponsors. As a result, projections could be significantly altered by the rise of new variants, the cost of vaccines (including recurring boosters) and the cost for testing. Our modeling for this cost does not contemplate the utilization impact due to difficult-to-quantify factors such as ease/convenience (paying in advance and filing a claim isn't really convenient), availability of tests, free government provided test kits, availability of other community options (for instance a free mobile testing site down the road), and individual psychology around future variants (fear or growing apathy). Additionally, adjustments for changes in eligibility, income, decreased investment returns, or potential federal or state fiscal relief are also not contemplated in these budget projections unless specifically noted.

2. FY 2023-24 Projection: *Assumptions*

- Historical Yuma County medical/pharmacy paid claims and enrollment for the period Jan 2021 through Dec 2022 were used as the basis for projecting claims cost.
- Claims are adjusted for changes in enrollment, “shock claims”, historical benefit changes, and allowances for changes in IBNP (incurred but not paid) claims.
- Annual trends used in the forecast: Medical - 7.4%; Pharmacy – 9.8%; SSA Mexico – 4.5% (limited benefit – maximum annual benefit of $5,000). In line with Segal survey results.
- Projected enrollment is based on Dec 2022 eligibility – 451 employees in Option A, 478 employees in Option B, and 213 employees in the HDHP.
- No claim fluctuation margin has been included in the budget. However, we do suggest a degree of safety margin be considered in the final rates or the equivalent maintained in a contingency reserve.
- All vendor renewals received (some via RFPs):
  - Stateside Network access & administration (BCBSAZ) fees are increasing approximately 2% ($13k). Fees include a $75,000 wellness allowance.
  - No change in fees for HSA administration (Health Equity).
  - No change in fees for FSA administration (ASIFlex).
  - Individual stop loss ($150k specific deductible) premiums and Aggregate stop loss (125% corridor) premiums were awarded to the incumbent BCBSAZ as part of the medical RFP. These insurance premiums are increasing by approximately 11.3% ($242k)

2. FY 2023-24 Projection: *Assumptions*

- ❖ Express Scripts (ESI) is the County's Pharmacy Benefits Manager. This service (Pharmacy Benefit Manager) is completing the RFP process and savings estimates are included.

- ➢ Miscellaneous expenses include a number of itemized categories – many which are County specific costs. We have used the 2022-23 County budget as a gauge for these costs – which can be adjusted based on feedback from your Finance team.
- ➢ Rx rebates are estimated to be $932K and are displayed as an offset to costs in the analysis.
- ➢ The County contribution towards the HSA fund is shown as unchanged ($600 per employee per year).
- ➢ Included as part of H.R. 2617, the "Consolidated Appropriations Act, 2023," which was signed into law on December 29, 2022, the Federal government eliminated the ability for non-Federal governmental health plans to opt-out of the requirements of the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA).
  - ❖ Yuma County can no longer opt-out of the requirements of MHPAEA effective 7/1/2023.
  - ❖ This change to the law will have minimal impact to the mental health benefits currently being provided to County employee and their families.
  - ❖ Effective 7/1/2023, the County will now be subject to the law amending MHPAEA (Consolidated Appropriations Act, 2021), requiring sponsors of group health plans to perform and document comparative analyses of the design and application of nonquantitative treatment limitations (NQTLs). An NQTL is generally a limitation on the scope or duration of benefits for treatment. The law extends to the application of NQTLs to mental health and substance use disorder (SUD) benefits.

2. FY 2023-24 Projection: *Cost Estimates*

	FY 2023 - 2024		
	Medical/Rx	SSA Mexico	Total
PEPM Components:			
Projected Incurred Claims PEPM	$877	$30	
Network Access & Administration PEPM	$47	See item E	
Individual Stop Loss Premium PEPM	$171	N/A	
Aggregate Stop Loss Premium PEPM	$3	N/A	
Total PEPM Components	$1,098	$30	
Enrollment	1,142	929	
Annual Claims, Network, Administration, & Stop Loss	$15,045,771	$330,802	$15,376,573
Annual Components:			
A. COBRA Administration			$6,975
B. BCBS Value-Based Contracting, UM Services			$159,913
C. FSA Administration and Debit Cards			$11,482
D. HSA Administration			$6,901
E. SSA Mexico Claims Administration			$36,850
F. Interest Income			-$83,500
G. Prescription Drug Rebates			-$932,000
H. Misc Pharmacy Program Fees			$162,700
I. Wellness Incentives			$118,080
J. HSA Deposit			$127,851
K. Consulting			$71,000
L. Liability Insurance			$10,964
M. Personnel			$234,447
N. Indirect Costs			$135,852
O. Other Operational Expenses			$176,232
P. PCORI Fee			$6,714
Total Annual Components (A-P)			$250,461
Annual Claims, Network, Administration, & Stop Loss			$15,376,573
Total Projected EBT Annual Expenditures			**$15,627,034**
Current Contributions based on Dec 2022 annualized			***$14,459,704***
Rate Change needed effective Jul 2023 to cover Projected Expenditures			***8.1%***

- Increase of 8.1% needed to cover projected 2023-24 plan year expenditures
- Current contributions based on contribution rates established Jun 2022 x Dec 2022 enrollment (1,142 employees) x 12 = $1,055 PEPM
- Projected FY 2023-24 expenditures = $1,140 PEPM
- Wellness incentive of $20.00 PEPM included
- HSA contribution of $50.02 PEPM included

Results exclude EAP; PEPM = Per employee per month

2. FY 2023-24 Projection: *Summary Analysis*

		PPO A	PPO B	HDHP	Total
Line 1	PMPM Incurred Claims (Most recent 12 mos)	$656.10	$275.73	$279.58	
Line 2	PMPM Incurred Claims (Prior 12 mo trended)	$626.02	$256.40	$359.53	
Line 3	Credibility Factor (Weight to current period)	60%	60%	60%	
Line 4	Weighted Avg. Incurred Claim Cost PMPM	$644.00	$267.93	$311.56	
Line 5	Annual Trend	8.1%	7.7%	7.8%	
Line 6	Midpoint Months	18	18	18	
Line 7	Midpoint Trend Factor	1.12	1.12	1.12	
Line 8	Trended Incurred Claims PMPM	$723.40	$299.66	$348.86	
Line 9	Capitation PMPM	$2.93	$2.93	$2.93	
Line 10	Projected Incurred Claims PMPM	$726.33	$302.58	$351.79	
Line 11	Manual Claim Cost PMPM	$0.00	$0.00	$0.00	
Line 12	Blended Claim Cost PMPM	$726.33	$302.58	$351.79	
Line 13	Projected Members	807	1,015	416	2,238
Line 14	Projection Period # of Months	12	12	12	
Line 15	Annual Projected Incurred Claims	$7,033,780	$3,685,424	$1,756,136	$12,475,340
Line 16	Preliminary PBM RFP Claims Savings	-$79,270	-$28,720	-$11,784	-$119,773
Line 17	Projected Claims (proposed plan design)	$6,954,510	$3,656,705	$1,744,352	$12,355,566
Line 18	Claim Fluctuation Reserve	$0	$0	$0	$0
Line 19	Projected Claims with 0.0% Margin	$6,954,510	$3,656,705	$1,744,352	$12,355,567
Line 20	Stop Loss Premiums	$901,820	$1,029,012	$450,334	$2,381,167
Line 21	Administration	$287,443	$288,364	$126,241	$702,048
Line 22	Miscellaneous Expenses	$29,122	$24,721	$134,410	$188,253
Line 23	Total Projected Plan Expenses	$8,172,895	$4,998,803	$2,455,337	$15,627,035
Line 24	Total Current Contributions (Dec-2022 x 12)	$6,034,065	$5,930,883	$2,494,755	$14,459,704
Surplus / (Deficit)		-$2,138,830	$932,081	$39,418	**-$1,167,331**
Calculated Change to Rates					8.1%
Projected IBNR Liability as of 06/30/24					$1,323,713

- Estimated SSA Mexico expenses are included in the PPO A and PPO B figures.

2. FY 2023-24 Projection: *Detail Analysis*

Vendor	Service Description	Unit Basis	Units	----Current Cost---- Per Unit	Per Period	--Projected Cost-- Per Unit	Per Period	$ Change per Period	% Change	Actual / Estimate	Comments
Administration Fees											
BCBSAZ	Medical Administration	PEPM	1,142	$42.24	$578,857	$42.44	$581,598	$2,741	0.5%	Actual	
BCBSAZ	Out of Network Claim Negotiations	PEPM	1,142	$3.50	$47,964	$4.25	$58,242	$10,278	21.4%	Actual	
SSA	Medical/Rx Administration	Annual			$33,500		$36,850	$3,350	10.0%	Estimate	
Health Equity	HSA Administration	PEPM	213	$2.70	$6,901	$2.70	$6,901	$0	0.0%	Actual	
ASIFlex	Cobra Administration	QE	137	$15.00	$2,055	$15.00	$2,055	$0	0.0%	Actual	
ASIFlex	Cobra Administration	PEPM	82	$5.00	$0	$5.00	$4,920	$4,920	NA	Actual	
ASIFlex	FSA Administration	PEPM	368	$2.60	$11,482	$2.60	$11,482	$0	0.0%	Actual	
Total Administration Fees					**$680,759**		**$702,048**	**$21,289**	**3.1%**		
Stop Loss											
BCBSAZ	Individual Stop Loss @$150k	EE	629	$91.41	$689,963	$101.95	$769,519	$79,556	11.5%	Actual	
BCBSAZ	Individual Stop Loss @$150k	EE+Fam	513	$228.95	$1,409,416	$255.35	$1,571,935	$162,518	11.5%	Actual	
BCBSAZ	Aggregate Stop Loss @ 125%	EE	629	$1.73	$13,058	$1.73	$13,058	$0	0.0%	Actual	
BCBSAZ	Aggregate Stop Loss @ 125%	EE+Fam	513	$4.33	$26,655	$4.33	$26,655	$0	0.0%	Actual	
Total Stop Loss					**$2,139,092**		**$2,381,167**	**$242,074**	**11.3%**		
Misc. Savings/Costs											
County	Wellness	PEPM	492	$20.00	$118,080	$20.00	$118,080	$0	0.0%		
County	HDHP ER Deposit	PEPM	213		$127,851		$127,851	$0	0.0%		
Segal	Consulting	Annual			$69,000		$71,000	$2,000	2.9%		
Fed Govt	PCORI	PMPY	2,238	$2.78	$6,222	$3.00	$6,714	$492	7.9%		
County	Liability Insurance	Annual			$10,964		$10,964	$0	0.0%		2022-23 budget
County	Personnel	Annual			$234,447		$234,447	$0	0.0%		2022-23 budget
County	Indirect Costs	Annual			$135,852		$135,852	$0	0.0%		2022-23 budget
County	All Other Operational Expenses	Annual			$176,232		$176,232	$0	0.0%		2022-23 budget
County	Interest Income	Annual			-$40,000		-$83,500	-$43,500	108.8%		Last 6 mo avg x 2
Express Scripts	Misc Program Fees	Annual			$123,000		$162,700	$39,700	32.3%		Last 6 mo avg x 2
Express Scripts	Rx Rebates	Annual			-$450,000		-$932,000	-$482,000	107.1%	Estimate	Preliminary Estimate
BCBSAZ	UM Services	PMPM	2,111	$2.80	$70,913	$2.80	$70,913	$0	0.0%		
BCBSAZ	Value Based Contracting	Annual			$53,000		$89,000	$36,000	67.9%		Current PYTD avg. x 5% trend
Total Miscellaneous					**$635,561**		**$188,253**	**-$447,308**	**-70.4%**		
Expected Claims											
PPO A	Claims Cost	PMPM	807			$703.01	$6,807,991				
PPO B	Claims Cost	PMPM	1,015			$285.09	$3,472,422				
SSA Mexico	Claims Cost	PMPM	1,822			$15.13	$330,802				
HDHP	Claims Cost	PMPM	416			$349.43	$1,744,352				
Total Expected Claims					**$11,004,292**		**$12,355,567**	**$1,351,275**	**12.3%**		
Total Cost					**$14,459,704**		**$15,627,034**	**$1,167,330**	**8.1%**		

2. FY 2023-24 Projection: *Contribution Rates - A*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 60.0%, EE dependent contribution = 40.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$715.24	$0.00	$715.24	$79.24	$0.00	$794.48	$2.96	$71.04
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,239.58	$0.00	$1,239.58	$428.82	$0.00	$1,668.40	$20.06	$481.44
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$1,034.58	$0.00	$1,034.58	$292.18	$0.00	$1,326.76	$13.38	$321.12
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,558.92	$0.00	$1,558.92	$641.68	$0.00	$2,200.60	$30.47	$731.28
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$715.24	$0.00	$715.24	$59.24	$20.00	$794.48	$2.96	$71.04
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,239.58	$0.00	$1,239.58	$408.82	$20.00	$1,668.40	$20.06	$481.44
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$1,034.58	$0.00	$1,034.58	$272.18	$20.00	$1,326.76	$13.38	$321.12
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,558.92	$0.00	$1,558.92	$621.68	$20.00	$2,200.60	$30.47	$731.28
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$5,203,720**	**$0**	**$5,203,720**	**$1,267,515**	**$49,920**	**$6,521,155**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 70.8%, EE dependent contribution = 29.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$715.24	$0.00	$715.24	$46.24	$0.00	$761.48	$1.73	$41.52
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,239.58	$0.00	$1,239.58	$264.84	$0.00	$1,504.42	$13.94	$334.56
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$1,034.58	$0.00	$1,034.58	$179.40	$0.00	$1,213.98	$9.17	$220.08
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,558.92	$0.00	$1,558.92	$397.94	$0.00	$1,956.86	$21.37	$512.88
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$715.24	$0.00	$715.24	$26.24	$20.00	$761.48	$1.73	$41.52
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,239.58	$0.00	$1,239.58	$244.84	$20.00	$1,504.42	$13.94	$334.56
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$1,034.58	$0.00	$1,034.58	$159.40	$20.00	$1,213.98	$9.17	$220.08
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,558.92	$0.00	$1,558.92	$377.94	$20.00	$1,956.86	$21.37	$512.88
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,543,657**	**$0**	**$5,543,657**	**$815,137**	**$50,880**	**$6,409,674**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 73.3%, EE dependent contribution = 26.7%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$665.22	$50.02	$715.24	$0.00	$0.00	$715.24	$0.00	$0.00
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,189.56	$50.02	$1,239.58	$199.98	$0.00	$1,439.56	$11.52	$276.48
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$984.56	$50.02	$1,034.58	$121.82	$0.00	$1,156.40	$7.02	$168.48
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,508.90	$50.02	$1,558.92	$321.80	$0.00	$1,880.72	$18.52	$444.48
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$665.22	$50.02	$715.24	$0.00	$20.00	$735.24	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,189.56	$50.02	$1,239.58	$179.98	$20.00	$1,439.56	$11.52	$276.48
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$984.56	$50.02	$1,034.58	$101.82	$20.00	$1,156.40	$7.02	$168.48
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,508.90	$50.02	$1,558.92	$301.80	$20.00	$1,880.72	$18.52	$444.48
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,323,933**	**$127,851**	**$2,451,784**	**$226,593**	**$17,280**	**$2,695,657**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$13,071,310**	**$127,851**	**$13,199,161**	**$2,309,245**	**$118,080**	**$15,626,486**		
$$ Change								**$933,456**	**$0**	**$933,456**	**$233,327**	**$0**	**$1,166,782**		
% Change								**7.7%**	**0.0%**	**7.6%**	**11.2%**	**0.0%**	**8.1%**		

- Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the 8.1% increase between the County and employees. *Total increase to rates is 8.1%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

2. FY 2023-24 Projection: *Contribution Rates - B*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$715.24	$0.00	$715.24	$79.24	$0.00	$794.48	$2.96	$71.04
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,248.32	$0.00	$1,248.32	$420.08	$0.00	$1,668.40	$15.69	$376.56
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$1,039.92	$0.00	$1,039.92	$286.84	$0.00	$1,326.76	$10.71	$257.04
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,572.98	$0.00	$1,572.98	$627.62	$0.00	$2,200.60	$23.44	$562.56
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$715.24	$0.00	$715.24	$59.24	$20.00	$794.48	$2.96	$71.04
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,248.32	$0.00	$1,248.32	$400.08	$20.00	$1,668.40	$15.69	$376.56
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$1,039.92	$0.00	$1,039.92	$266.84	$20.00	$1,326.76	$10.71	$257.04
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,572.98	$0.00	$1,572.98	$607.62	$20.00	$2,200.60	$23.44	$562.56
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$5,225,945**	**$0**	**$5,225,945**	**$1,245,291**	**$49,920**	**$6,521,155**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$715.24	$0.00	$715.24	$46.24	$0.00	$761.48	$1.73	$41.52
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,248.32	$0.00	$1,248.32	$256.10	$0.00	$1,504.42	$9.57	$229.68
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$1,039.92	$0.00	$1,039.92	$174.06	$0.00	$1,213.98	$6.50	$156.00
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,572.98	$0.00	$1,572.98	$383.88	$0.00	$1,956.86	$14.34	$344.16
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$715.24	$0.00	$715.24	$26.24	$20.00	$761.48	$1.73	$41.52
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,248.32	$0.00	$1,248.32	$236.10	$20.00	$1,504.42	$9.57	$229.68
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$1,039.92	$0.00	$1,039.92	$154.06	$20.00	$1,213.98	$6.50	$156.00
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,572.98	$0.00	$1,572.98	$363.88	$20.00	$1,956.86	$14.34	$344.16
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,567,700**	**$0**	**$5,567,700**	**$791,094**	**$50,880**	**$6,409,674**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 74.6%, EE dependent contribution = 25.4%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$665.22	$50.02	$715.24	$0.00	$0.00	$715.24	$0.00	$0.00
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,198.30	$50.02	$1,248.32	$191.24	$0.00	$1,439.56	$7.15	$171.60
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$989.90	$50.02	$1,039.92	$116.48	$0.00	$1,156.40	$4.35	$104.40
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,522.96	$50.02	$1,572.98	$307.74	$0.00	$1,880.72	$11.49	$275.76
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$665.22	$50.02	$715.24	$0.00	$20.00	$735.24	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,198.30	$50.02	$1,248.32	$171.24	$20.00	$1,439.56	$7.15	$171.60
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$989.90	$50.02	$1,039.92	$96.48	$20.00	$1,156.40	$4.35	$104.40
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,522.96	$50.02	$1,572.98	$287.74	$20.00	$1,880.72	$11.49	$275.76
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,334,336**	**$127,851**	**$2,462,188**	**$216,189**	**$17,280**	**$2,695,657**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$13,127,982**	**$127,851**	**$13,255,833**	**$2,252,574**	**$118,080**	**$15,626,486**		
$$ Change								**$990,127**	**$0**	**$990,127**	**$176,655**	**$0**	**$1,166,782**		
% Change								**8.2%**	**0.0%**	**8.1%**	**8.5%**	**0.0%**	**8.1%**		

- Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). *Total increase to rates is 8.1%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

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3. FY 2023-24: *Plan Design Considerations*

Plan Modifications	Savings
Increase PPO $900 (Option A) and PPO $1,200 (Option B) Deductibles, OOP Maxes, and copays as outlined below; **No change to HDHP**	$139,000

Included in Contribution Rate Options C through H

Summary of Benefits		PPO $900 (Option A)		PPO $1,200 (Option B)		HDHP w/ HSA	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network*
Deductible Individual / Family	Current	~~$900 / $2,700~~	~~$1,500 / $4,500~~	~~$1,200 / $2,400~~	~~$2,200 / $4,000~~	$1,500 / $3,000	$3,000 / $6,000
	Proposed	$1,100 / $3,300	$2,200 / $6,600	$1,400 / $2,800	$2,500 / $5,000		
Member Coinsurance		20%	40%	30%	50%	20% after ded.	40% after ded.
Out-of-Pocket Max Individual / Family (2x)	Current	~~$4,800 / $9,600~~	~~$8,800 / $17,600~~	$6,200 / $12,400	$12,200 / $24,400	$4,500 / $9,000	$9,000 / $18,000
	Proposed	$5,000 / $10,000	$10,000 / $20,000				
Office Visit	Current	~~$25~~ $30 - PCP	40% after ded.	~~$30~~ $35 - PCP	50% after ded.	20% after ded.	40% after ded.
	Proposed	~~$35~~ $40 - Specialist		~~$40~~ $45 - Specialist			
		20% after ded - Other		30% after ded - Other			
Diagnostic Tests/Imaging		OV Copay &/or 20% after ded.	40% after ded.	OV Copay &/or 30% after ded.	50% after ded.	20% after ded.	40% after ded.
Inpatient-Hospital		20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Outpatient Services		20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Emergency Room	Current	~~$175/deductible/20%~~		~~$175/deductible/30%~~		20% after ded.	
	Proposed	$250/deductible/20%		$250/deductible/30%			
Urgent Care	Current	~~$35~~ $40 copay	40% after ded.	~~$40~~ $45 copay	50% after ded.	20% after ded.	40% after ded.
	Proposed						
Mental/Behav/SA (Outpatient)		OV Copay	40% after ded.	OV Copay	50% after ded.	20% after ded.	40% after ded.
Mental/Behav/SA (Inpatient)		20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Home health/Home infusion therapy		20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Skilled Nursing (90 day limit/yr)		20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Durable Medical Equipment		20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Generic Drugs		Retail: $5 copay Mail Order: $10 copay		Retail: $5 copay Mail Order: $10 copay		Deductible + Coinsurance	Deductible + Coinsurance
Preferred Brand Drugs	Current	Retail: 20% to ~~$45~~ $50 maximum Mail Order: 20% to ~~$90~~ $100 maximum		Retail: 20% to ~~$45~~ $50 maximum Mail Order: 20% to ~~$90~~ $100 maximum		Deductible + Coinsurance	Deductible + Coinsurance
	Proposed						
Non-Preferred Brand Drugs	Current	Retail: 20% to ~~$120~~ $150 maximum Mail Order: 20% to ~~$240~~ $300 maximum		Retail: 20% to ~~$120~~ $150 maximum Mail Order: 20% to ~~$240~~ $300 maximum		Deductible + Coinsurance	Deductible + Coinsurance
	Proposed						

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4. Summary of Options for Review

Option	Plan Modifications	Include Dependent Cost Shift?	Total ER $	ER %	Total EE $	EE %	From Trust Reserves $
Option A	None	Yes	$933,456	7.6%	$233,327	11.2%	$0
Option B	None	Delay	$990,127	8.1%	$176,655	8.5%	$0
Option C	Changes to PPO Plans Ded, OOP Max, Copay; No Change to HDHP	Yes	$680,286	5.5%	$186,914	9.0%	**(161,253)**
Option D	Changes to PPO Plans Ded, OOP Max, Copay; No Change to HDHP	Delay	$735,863	6.0%	$131,338	6.3%	**(161,253)**
Option E	Changes to PPO Plans Ded, OOP Max, Copay; No Change to HDHP	Yes	$558,348	4.6%	$164,390	7.9%	**(305,715)**
Option F	Changes to PPO Plans Ded, OOP Max, Copay; No Change to HDHP	Delay	$613,396	5.0%	$109,343	5.3%	**(305,715)**
Option G	Changes to PPO Plans Ded, OOP Max, Copay; No Change to HDHP	Yes	$435,986	3.6%	$142,129	6.8%	**(450,332)**
Option H	Changes to PPO Plans Ded, OOP Max, Copay; No Change to HDHP	Delay	$490,458	4.0%	$87,657	4.2%	**(450,332)**
Option I	Changes to PPO Plans Ded, OOP Max, Copay; No Change to HDHP	Yes	$314,048	2.6%	$119,584	5.8%	**(594,821)**
Option J	Changes to PPO Plans Ded, OOP Max, Copay; No Change to HDHP	Delay	$367,991	3.0%	$65,640	3.2%	**(594,821)**

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5. FY 2023-24 Projection: *Contribution Rates - C*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 60.0%, EE dependent contribution = 40.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$701.52	$0.00	$701.52	$77.72	$0.00	$779.24	$2.20	$52.80
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,215.80	$0.00	$1,215.80	$420.60	$0.00	$1,636.40	$15.95	$382.80
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$1,014.74	$0.00	$1,014.74	$286.58	$0.00	$1,301.32	$10.58	$253.92
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,529.02	$0.00	$1,529.02	$629.38	$0.00	$2,158.40	$24.32	$583.68
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$701.52	$0.00	$701.52	$57.72	$20.00	$779.24	$2.20	$52.80
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,215.80	$0.00	$1,215.80	$400.60	$20.00	$1,636.40	$15.95	$382.80
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$1,014.74	$0.00	$1,014.74	$266.58	$20.00	$1,301.32	$10.58	$253.92
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,529.02	$0.00	$1,529.02	$609.38	$20.00	$2,158.40	$24.32	$583.68
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$5,103,907**	**$0**	**$5,103,907**	**$1,242,259**	**$49,920**	**$6,396,085**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 70.8%, EE dependent contribution = 29.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$701.52	$0.00	$701.52	$45.36	$0.00	$746.88	$1.29	$30.96
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,215.80	$0.00	$1,215.80	$259.76	$0.00	$1,475.56	$11.40	$273.60
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$1,014.74	$0.00	$1,014.74	$175.96	$0.00	$1,190.70	$7.45	$178.80
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,529.02	$0.00	$1,529.02	$390.30	$0.00	$1,919.32	$17.55	$421.20
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$701.52	$0.00	$701.52	$25.36	$20.00	$746.88	$1.29	$30.96
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,215.80	$0.00	$1,215.80	$239.76	$20.00	$1,475.56	$11.40	$273.60
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$1,014.74	$0.00	$1,014.74	$155.96	$20.00	$1,190.70	$7.45	$178.80
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,529.02	$0.00	$1,529.02	$370.30	$20.00	$1,919.32	$17.55	$421.20
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,437,328**	**$0**	**$5,437,328**	**$798,541**	**$50,880**	**$6,286,750**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 73.4%, EE dependent contribution = 26.6%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$651.50	$50.02	$701.52	$0.00	$0.00	$701.52	$0.00	$0.00
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,165.78	$50.02	$1,215.80	$196.14	$0.00	$1,411.94	$9.60	$230.40
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$964.72	$50.02	$1,014.74	$119.48	$0.00	$1,134.22	$5.85	$140.40
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,479.00	$50.02	$1,529.02	$315.64	$0.00	$1,844.66	$15.44	$370.56
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$651.50	$50.02	$701.52	$0.00	$20.00	$721.52	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,165.78	$50.02	$1,215.80	$176.14	$20.00	$1,411.94	$9.60	$230.40
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$964.72	$50.02	$1,014.74	$99.48	$20.00	$1,134.22	$5.85	$140.40
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,479.00	$50.02	$1,529.02	$295.64	$20.00	$1,844.66	$15.44	$370.56
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,276,906**	**$127,851**	**$2,404,757**	**$222,032**	**$17,280**	**$2,644,069**		
Total Rate Needed													**$15,488,157**		
Shortfall from Trust Reserves													**($161,253)**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$12,818,141**	**$127,851**	**$12,945,992**	**$2,262,832**	**$118,080**	**$15,326,904**		
$$ Change								**$680,286**	**$0**	**$680,286**	**$186,914**	**$0**	**$867,200**		
% Change								**5.6%**	**0.0%**	**5.5%**	**9.0%**	**0.0%**	**6.0%**		

- Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the increase between the County and employees. ***Includes plan design changes.*** *Total increase to rates is 6.0%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

5. FY 2023-24 Projection: *Contribution Rates - D*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$701.52	$0.00	$701.52	$77.72	$0.00	$779.24	$2.20	$52.80
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,224.38	$0.00	$1,224.38	$412.02	$0.00	$1,636.40	$11.66	$279.84
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$1,019.98	$0.00	$1,019.98	$281.34	$0.00	$1,301.32	$7.96	$191.04
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,542.80	$0.00	$1,542.80	$615.60	$0.00	$2,158.40	$17.43	$418.32
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$701.52	$0.00	$701.52	$57.72	$20.00	$779.24	$2.20	$52.80
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,224.38	$0.00	$1,224.38	$392.02	$20.00	$1,636.40	$11.66	$279.84
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$1,019.98	$0.00	$1,019.98	$261.34	$20.00	$1,301.32	$7.96	$191.04
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,542.80	$0.00	$1,542.80	$595.60	$20.00	$2,158.40	$17.43	$418.32
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$5,125,700**	**$0**	**$5,125,700**	**$1,220,465**	**$49,920**	**$6,396,085**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$701.52	$0.00	$701.52	$45.36	$0.00	$746.88	$1.29	$30.96
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,224.38	$0.00	$1,224.38	$251.18	$0.00	$1,475.56	$7.11	$170.64
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$1,019.98	$0.00	$1,019.98	$170.72	$0.00	$1,190.70	$4.83	$115.92
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,542.80	$0.00	$1,542.80	$376.52	$0.00	$1,919.32	$10.66	$255.84
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$701.52	$0.00	$701.52	$25.36	$20.00	$746.88	$1.29	$30.96
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,224.38	$0.00	$1,224.38	$231.18	$20.00	$1,475.56	$7.11	$170.64
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$1,019.98	$0.00	$1,019.98	$150.72	$20.00	$1,190.70	$4.83	$115.92
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,542.80	$0.00	$1,542.80	$356.52	$20.00	$1,919.32	$10.66	$255.84
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,460,907**	**$0**	**$5,460,907**	**$774,962**	**$50,880**	**$6,286,750**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 74.6%, EE dependent contribution = 25.4%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$651.50	$50.02	$701.52	$0.00	$0.00	$701.52	$0.00	$0.00
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,174.36	$50.02	$1,224.38	$187.56	$0.00	$1,411.94	$5.31	$127.44
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$969.96	$50.02	$1,019.98	$114.24	$0.00	$1,134.22	$3.23	$77.52
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,492.78	$50.02	$1,542.80	$301.86	$0.00	$1,844.66	$8.55	$205.20
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$651.50	$50.02	$701.52	$0.00	$20.00	$721.52	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,174.36	$50.02	$1,224.38	$167.56	$20.00	$1,411.94	$5.31	$127.44
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$969.96	$50.02	$1,019.98	$94.24	$20.00	$1,134.22	$3.23	$77.52
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,492.78	$50.02	$1,542.80	$281.86	$20.00	$1,844.66	$8.55	$205.20
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,287,110**	**$127,851**	**$2,414,961**	**$211,829**	**$17,280**	**$2,644,069**		
Total Rate Needed													**$15,488,157**		
Shortfall from Trust Reserves													**($161,253)**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$12,873,717**	**$127,851**	**$13,001,568**	**$2,207,256**	**$118,080**	**$15,326,904**		
$$ Change								**$735,863**	**$0**	**$735,863**	**$131,338**	**$0**	**$867,200**		
% Change								**6.1%**	**0.0%**	**6.0%**	**6.3%**	**0.0%**	**6.0%**		

- Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). ***Includes plan design changes.*** *Total increase to rates is 6.0%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

5. FY 2023-24 Projection: *Contribution Rates - E*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 60.0%, EE dependent contribution = 40.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$694.92	$0.00	$694.92	$76.98	$0.00	$771.90	$1.83	$43.92
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,204.34	$0.00	$1,204.34	$416.62	$0.00	$1,620.96	$13.96	$335.04
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$1,005.18	$0.00	$1,005.18	$283.86	$0.00	$1,289.04	$9.22	$221.28
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,514.60	$0.00	$1,514.60	$623.44	$0.00	$2,138.04	$21.35	$512.40
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$694.92	$0.00	$694.92	$56.98	$20.00	$771.90	$1.83	$43.92
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,204.34	$0.00	$1,204.34	$396.62	$20.00	$1,620.96	$13.96	$335.04
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$1,005.18	$0.00	$1,005.18	$263.86	$20.00	$1,289.04	$9.22	$221.28
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,514.60	$0.00	$1,514.60	$603.44	$20.00	$2,138.04	$21.35	$512.40
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$5,055,834**	**$0**	**$5,055,834**	**$1,230,027**	**$49,920**	**$6,335,780**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 70.8%, EE dependent contribution = 29.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$694.92	$0.00	$694.92	$44.92	$0.00	$739.84	$1.07	$25.68
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,204.34	$0.00	$1,204.34	$257.30	$0.00	$1,461.64	$10.17	$244.08
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$1,005.18	$0.00	$1,005.18	$174.28	$0.00	$1,179.46	$6.61	$158.64
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,514.60	$0.00	$1,514.60	$386.62	$0.00	$1,901.22	$15.71	$377.04
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$694.92	$0.00	$694.92	$24.92	$20.00	$739.84	$1.07	$25.68
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,204.34	$0.00	$1,204.34	$237.30	$20.00	$1,461.64	$10.17	$244.08
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$1,005.18	$0.00	$1,005.18	$154.28	$20.00	$1,179.46	$6.61	$158.64
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,514.60	$0.00	$1,514.60	$366.62	$20.00	$1,901.22	$15.71	$377.04
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,386,114**	**$0**	**$5,386,114**	**$790,461**	**$50,880**	**$6,227,454**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 73.4%, EE dependent contribution = 26.6%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$644.90	$50.02	$694.92	$0.00	$0.00	$694.92	$0.00	$0.00
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,154.32	$50.02	$1,204.34	$194.28	$0.00	$1,398.62	$8.67	$208.08
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$955.16	$50.02	$1,005.18	$118.34	$0.00	$1,123.52	$5.28	$126.72
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,464.58	$50.02	$1,514.60	$312.66	$0.00	$1,827.26	$13.95	$334.80
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$644.90	$50.02	$694.92	$0.00	$20.00	$714.92	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,154.32	$50.02	$1,204.34	$174.28	$20.00	$1,398.62	$8.67	$208.08
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$955.16	$50.02	$1,005.18	$98.34	$20.00	$1,123.52	$5.28	$126.72
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,464.58	$50.02	$1,514.60	$292.66	$20.00	$1,827.26	$13.95	$334.80
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,254,256**	**$127,851**	**$2,382,107**	**$219,821**	**$17,280**	**$2,619,208**		
Total Rate Needed													**$15,488,157**		
Shortfall from Trust Reserves													**($305,715)**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$12,696,203**	**$127,851**	**$12,824,054**	**$2,240,308**	**$118,080**	**$15,182,442**		
$$ Change								**$558,348**	**$0**	**$558,348**	**$164,390**	**$0**	**$722,738**		
% Change								**4.6%**	**0.0%**	**4.6%**	**7.9%**	**0.0%**	**5.0%**		

- Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the increase between the County and employees. ***Includes plan design changes.*** *Total increase to rates is 5.0%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

5. FY 2023-24 Projection: *Contribution Rates - F*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$694.92	$0.00	$694.92	$76.98	$0.00	$771.90	$1.83	$43.92
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,212.84	$0.00	$1,212.84	$408.12	$0.00	$1,620.96	$9.71	$233.04
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$1,010.36	$0.00	$1,010.36	$278.68	$0.00	$1,289.04	$6.63	$159.12
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,528.26	$0.00	$1,528.26	$609.78	$0.00	$2,138.04	$14.52	$348.48
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$694.92	$0.00	$694.92	$56.98	$20.00	$771.90	$1.83	$43.92
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,212.84	$0.00	$1,212.84	$388.12	$20.00	$1,620.96	$9.71	$233.04
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$1,010.36	$0.00	$1,010.36	$258.68	$20.00	$1,289.04	$6.63	$159.12
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,528.26	$0.00	$1,528.26	$589.78	$20.00	$2,138.04	$14.52	$348.48
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$5,077,425**	**$0**	**$5,077,425**	**$1,208,435**	**$49,920**	**$6,335,780**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$694.92	$0.00	$694.92	$44.92	$0.00	$739.84	$1.07	$25.68
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,212.84	$0.00	$1,212.84	$248.80	$0.00	$1,461.64	$5.92	$142.08
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$1,010.36	$0.00	$1,010.36	$169.10	$0.00	$1,179.46	$4.02	$96.48
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,528.26	$0.00	$1,528.26	$372.96	$0.00	$1,901.22	$8.88	$213.12
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$694.92	$0.00	$694.92	$24.92	$20.00	$739.84	$1.07	$25.68
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,212.84	$0.00	$1,212.84	$228.80	$20.00	$1,461.64	$5.92	$142.08
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$1,010.36	$0.00	$1,010.36	$149.10	$20.00	$1,179.46	$4.02	$96.48
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,528.26	$0.00	$1,528.26	$352.96	$20.00	$1,901.22	$8.88	$213.12
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,409,464**	**$0**	**$5,409,464**	**$767,111**	**$50,880**	**$6,227,454**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 74.6%, EE dependent contribution = 25.4%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$644.90	$50.02	$694.92	$0.00	$0.00	$694.92	$0.00	$0.00
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,162.82	$50.02	$1,212.84	$185.78	$0.00	$1,398.62	$4.42	$106.08
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$960.34	$50.02	$1,010.36	$113.16	$0.00	$1,123.52	$2.69	$64.56
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,478.24	$50.02	$1,528.26	$299.00	$0.00	$1,827.26	$7.12	$170.88
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$644.90	$50.02	$694.92	$0.00	$20.00	$714.92	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,162.82	$50.02	$1,212.84	$165.78	$20.00	$1,398.62	$4.42	$106.08
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$960.34	$50.02	$1,010.36	$93.16	$20.00	$1,123.52	$2.69	$64.56
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,478.24	$50.02	$1,528.26	$279.00	$20.00	$1,827.26	$7.12	$170.88
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,264,361**	**$127,851**	**$2,392,212**	**$209,715**	**$17,280**	**$2,619,208**		
Total Rate Needed													**$15,488,157**		
Shortfall from Trust Reserves													**($305,715)**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$12,751,250**	**$127,851**	**$12,879,101**	**$2,185,261**	**$118,080**	**$15,182,442**		
$$ Change								**$613,396**	**$0**	**$613,396**	**$109,343**	**$0**	**$722,738**		
% Change								**5.1%**	**0.0%**	**5.0%**	**5.3%**	**0.0%**	**5.0%**		

- Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). *Includes plan design changes.* *Total increase to rates is 5.0%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

5. FY 2023-24 Projection: *Contribution Rates - G*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 60.0%, EE dependent contribution = 40.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$688.28	$0.00	$688.28	$76.26	$0.00	$764.54	$1.47	$35.28
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,192.86	$0.00	$1,192.86	$412.68	$0.00	$1,605.54	$11.99	$287.76
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$995.60	$0.00	$995.60	$281.16	$0.00	$1,276.76	$7.87	$188.88
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,500.16	$0.00	$1,500.16	$617.50	$0.00	$2,117.66	$18.38	$441.12
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$688.28	$0.00	$688.28	$56.26	$20.00	$764.54	$1.47	$35.28
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,192.86	$0.00	$1,192.86	$392.68	$20.00	$1,605.54	$11.99	$287.76
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$995.60	$0.00	$995.60	$261.16	$20.00	$1,276.76	$7.87	$188.88
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,500.16	$0.00	$1,500.16	$597.50	$20.00	$2,117.66	$18.38	$441.12
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$5,007,588**	**$0**	**$5,007,588**	**$1,217,894**	**$49,920**	**$6,275,402**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 70.8%, EE dependent contribution = 29.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$688.28	$0.00	$688.28	$44.50	$0.00	$732.78	$0.86	$20.64
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,192.86	$0.00	$1,192.86	$254.86	$0.00	$1,447.72	$8.95	$214.80
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$995.60	$0.00	$995.60	$172.64	$0.00	$1,168.24	$5.79	$138.96
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,500.16	$0.00	$1,500.16	$382.94	$0.00	$1,883.10	$13.87	$332.88
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$688.28	$0.00	$688.28	$24.50	$20.00	$732.78	$0.86	$20.64
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,192.86	$0.00	$1,192.86	$234.86	$20.00	$1,447.72	$8.95	$214.80
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$995.60	$0.00	$995.60	$152.64	$20.00	$1,168.24	$5.79	$138.96
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,500.16	$0.00	$1,500.16	$362.94	$20.00	$1,883.10	$13.87	$332.88
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,334,725**	**$0**	**$5,334,725**	**$782,507**	**$50,880**	**$6,168,112**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 73.4%, EE dependent contribution = 26.6%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$638.26	$50.02	$688.28	$0.02	$0.00	$688.30	$0.01	$0.24
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,142.84	$50.02	$1,192.86	$192.44	$0.00	$1,385.30	$7.75	$186.00
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$945.58	$50.02	$995.60	$117.22	$0.00	$1,112.82	$4.72	$113.28
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,450.14	$50.02	$1,500.16	$309.68	$0.00	$1,809.84	$12.46	$299.04
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$638.26	$50.02	$688.28	$0.00	$20.00	$708.30	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,142.84	$50.02	$1,192.86	$172.44	$20.00	$1,385.30	$7.75	$186.00
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$945.58	$50.02	$995.60	$97.22	$20.00	$1,112.82	$4.72	$113.28
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,450.14	$50.02	$1,500.16	$289.68	$20.00	$1,809.84	$12.46	$299.04
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,231,527**	**$127,851**	**$2,359,379**	**$217,647**	**$17,280**	**$2,594,311**		
Total Rate Needed													**$15,488,157**		
Shortfall from Trust Reserves													**($450,332)**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$12,573,840**	**$127,851**	**$12,701,691**	**$2,218,048**	**$118,080**	**$15,037,825**		
$$ Change								**$435,986**	**$0**	**$435,986**	**$142,129**	**$0**	**$578,121**		
% Change								**3.6%**	**0.0%**	**3.6%**	**6.8%**	**0.0%**	**4.0%**		

- Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the increase between the County and employees. ***Includes plan design changes.*** *Total increase to rates is 4.0%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

5. FY 2023-24 Projection: *Contribution Rates - H*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$688.28	$0.00	$688.28	$76.26	$0.00	$764.54	$1.47	$35.28
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,201.28	$0.00	$1,201.28	$404.26	$0.00	$1,605.54	$7.78	$186.72
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$1,000.72	$0.00	$1,000.72	$276.04	$0.00	$1,276.76	$5.31	$127.44
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,513.68	$0.00	$1,513.68	$603.98	$0.00	$2,117.66	$11.62	$278.88
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$688.28	$0.00	$688.28	$56.26	$20.00	$764.54	$1.47	$35.28
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,201.28	$0.00	$1,201.28	$384.26	$20.00	$1,605.54	$7.78	$186.72
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$1,000.72	$0.00	$1,000.72	$256.04	$20.00	$1,276.76	$5.31	$127.44
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,513.68	$0.00	$1,513.68	$583.98	$20.00	$2,117.66	$11.62	$278.88
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$5,028,958**	**$0**	**$5,028,958**	**$1,196,524**	**$49,920**	**$6,275,402**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$688.28	$0.00	$688.28	$44.50	$0.00	$732.78	$0.86	$20.64
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,201.28	$0.00	$1,201.28	$246.44	$0.00	$1,447.72	$4.74	$113.76
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$1,000.72	$0.00	$1,000.72	$167.52	$0.00	$1,168.24	$3.23	$77.52
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,513.68	$0.00	$1,513.68	$369.42	$0.00	$1,883.10	$7.11	$170.64
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$688.28	$0.00	$688.28	$24.50	$20.00	$732.78	$0.86	$20.64
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,201.28	$0.00	$1,201.28	$226.44	$20.00	$1,447.72	$4.74	$113.76
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$1,000.72	$0.00	$1,000.72	$147.52	$20.00	$1,168.24	$3.23	$77.52
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,513.68	$0.00	$1,513.68	$349.42	$20.00	$1,883.10	$7.11	$170.64
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,357,828**	**$0**	**$5,357,828**	**$759,404**	**$50,880**	**$6,168,112**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 74.6%, EE dependent contribution = 25.4%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$638.26	$50.02	$688.28	$0.02	$0.00	$688.30	$0.01	$0.24
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,151.26	$50.02	$1,201.28	$184.02	$0.00	$1,385.30	$3.54	$84.96
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$950.70	$50.02	$1,000.72	$112.10	$0.00	$1,112.82	$2.16	$51.84
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,463.66	$50.02	$1,513.68	$296.16	$0.00	$1,809.84	$5.70	$136.80
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$638.26	$50.02	$688.28	$0.00	$20.00	$708.30	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,151.26	$50.02	$1,201.28	$164.02	$20.00	$1,385.30	$3.54	$84.96
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$950.70	$50.02	$1,000.72	$92.10	$20.00	$1,112.82	$2.16	$51.84
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,463.66	$50.02	$1,513.68	$276.16	$20.00	$1,809.84	$5.70	$136.80
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,241,527**	**$127,851**	**$2,369,378**	**$207,647**	**$17,280**	**$2,594,311**		
Total Rate Needed													**$15,488,157**		
Shortfall from Trust Reserves													**($450,332)**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$12,628,313**	**$127,851**	**$12,756,164**	**$2,163,575**	**$118,080**	**$15,037,825**		
$$ Change								**$490,458**	**$0**	**$490,458**	**$87,657**	**$0**	**$578,121**		
% Change								**4.0%**	**0.0%**	**4.0%**	**4.2%**	**0.0%**	**4.0%**		

- Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). ***Includes plan design changes.*** *Total increase to rates is 4.0%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

5. FY 2023-24 Projection: *Contribution Rates - I*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 60.0%, EE dependent contribution = 40.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$681.68	$0.00	$681.68	$75.52	$0.00	$757.20	$1.10	$26.40
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,181.40	$0.00	$1,181.40	$408.70	$0.00	$1,590.10	$10.00	$240.00
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$986.04	$0.00	$986.04	$278.44	$0.00	$1,264.48	$6.51	$156.24
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,485.74	$0.00	$1,485.74	$611.56	$0.00	$2,097.30	$15.41	$369.84
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$681.68	$0.00	$681.68	$55.52	$20.00	$757.20	$1.10	$26.40
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,181.40	$0.00	$1,181.40	$388.70	$20.00	$1,590.10	$10.00	$240.00
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$986.04	$0.00	$986.04	$258.44	$20.00	$1,264.48	$6.51	$156.24
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,485.74	$0.00	$1,485.74	$591.56	$20.00	$2,097.30	$15.41	$369.84
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$4,959,514**	**$0**	**$4,959,514**	**$1,205,663**	**$49,920**	**$6,215,097**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 70.8%, EE dependent contribution = 29.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$681.68	$0.00	$681.68	$44.06	$0.00	$725.74	$0.64	$15.36
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,181.40	$0.00	$1,181.40	$252.40	$0.00	$1,433.80	$7.72	$185.28
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$986.04	$0.00	$986.04	$170.96	$0.00	$1,157.00	$4.95	$118.80
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,485.74	$0.00	$1,485.74	$379.26	$0.00	$1,865.00	$12.03	$288.72
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$681.68	$0.00	$681.68	$24.06	$20.00	$725.74	$0.64	$15.36
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,181.40	$0.00	$1,181.40	$232.40	$20.00	$1,433.80	$7.72	$185.28
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$986.04	$0.00	$986.04	$150.96	$20.00	$1,157.00	$4.95	$118.80
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,485.74	$0.00	$1,485.74	$359.26	$20.00	$1,865.00	$12.03	$288.72
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,283,511**	**$0**	**$5,283,511**	**$774,426**	**$50,880**	**$6,108,816**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 73.4%, EE dependent contribution = 26.6%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$631.66	$50.02	$681.68	$0.00	$0.00	$681.68	$0.00	$0.00
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,131.38	$50.02	$1,181.40	$190.58	$0.00	$1,371.98	$6.82	$163.68
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$936.02	$50.02	$986.04	$116.08	$0.00	$1,102.12	$4.15	$99.60
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,435.72	$50.02	$1,485.74	$306.70	$0.00	$1,792.44	$10.97	$263.28
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$631.66	$50.02	$681.68	$0.00	$20.00	$701.68	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,131.38	$50.02	$1,181.40	$170.58	$20.00	$1,371.98	$6.82	$163.68
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$936.02	$50.02	$986.04	$96.08	$20.00	$1,102.12	$4.15	$99.60
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,435.72	$50.02	$1,485.74	$286.70	$20.00	$1,792.44	$10.97	$263.28
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,208,877**	**$127,851**	**$2,336,729**	**$215,414**	**$17,280**	**$2,569,422**		
Total Rate Needed													**$15,488,157**		
Shortfall from Trust Reserves													**($594,821)**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$12,451,902**	**$127,851**	**$12,579,754**	**$2,195,502**	**$118,080**	**$14,893,336**		
$$ Change								**$314,048**	**$0**	**$314,048**	**$119,584**	**$0**	**$433,632**		
% Change								**2.6%**	**0.0%**	**2.6%**	**5.8%**	**0.0%**	**3.0%**		

- Proposed 2023-24 rates reflect a contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). This is in addition to splitting the increase between the County and employees. ***Includes plan design changes.*** *Total increase to rates is 3.0%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

5. FY 2023-24 Projection: *Contribution Rates - J*

	# EEs	FY 2022 - 2023 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	FY 2023 - 2024 ER Contribution	ER HSA	ER Total	EE Contribution	Wellness	Total	Per Paycheck EE Change	Annual EE Change
PPO Option A															
Contribution Strategy		**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**						**ER Dependent contribution = 61.0%, EE dependent contribution = 39.0%**							
EO PPO	142	$661.82	$0.00	$661.82	$73.32	$0.00	$735.14	$681.68	$0.00	$681.68	$75.52	$0.00	$757.20	$1.10	$26.40
EE+Sp PPO	25	$1,155.08	$0.00	$1,155.08	$388.70	$0.00	$1,543.78	$1,189.74	$0.00	$1,189.74	$400.36	$0.00	$1,590.10	$5.83	$139.92
EE+Ch PPO	31	$962.24	$0.00	$962.24	$265.42	$0.00	$1,227.66	$991.10	$0.00	$991.10	$273.38	$0.00	$1,264.48	$3.98	$95.52
EE+Fam PPO	45	$1,455.48	$0.00	$1,455.48	$580.74	$0.00	$2,036.22	$1,499.14	$0.00	$1,499.14	$598.16	$0.00	$2,097.30	$8.71	$209.04
EO PPO W	127	$661.82	$0.00	$661.82	$53.32	$20.00	$735.14	$681.68	$0.00	$681.68	$55.52	$20.00	$757.20	$1.10	$26.40
EE+Sp PPO W	21	$1,155.08	$0.00	$1,155.08	$368.70	$20.00	$1,543.78	$1,189.74	$0.00	$1,189.74	$380.36	$20.00	$1,590.10	$5.83	$139.92
EE+Ch PPO W	22	$962.24	$0.00	$962.24	$245.42	$20.00	$1,227.66	$991.10	$0.00	$991.10	$253.38	$20.00	$1,264.48	$3.98	$95.52
EE+Fam PPO W	38	$1,455.48	$0.00	$1,455.48	$560.74	$20.00	$2,036.22	$1,499.14	$0.00	$1,499.14	$578.16	$20.00	$2,097.30	$8.71	$209.04
SubTotal	**451**	**$4,835,602**	**$0**	**$4,835,602**	**$1,148,544**	**$49,920**	**$6,034,065**	**$4,980,683**	**$0**	**$4,980,683**	**$1,184,494**	**$49,920**	**$6,215,097**		
PPO Option B															
Contribution Strategy		**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**						**ER Dependent contribution = 71.8%, EE dependent contribution = 28.2%**							
EO PPO B	140	$661.82	$0.00	$661.82	$42.78	$0.00	$704.60	$681.68	$0.00	$681.68	$44.06	$0.00	$725.74	$0.64	$15.36
EE+Sp PPO B	18	$1,155.08	$0.00	$1,155.08	$236.96	$0.00	$1,392.04	$1,189.74	$0.00	$1,189.74	$244.06	$0.00	$1,433.80	$3.55	$85.20
EE+Ch PPO B	77	$962.24	$0.00	$962.24	$161.06	$0.00	$1,123.30	$991.10	$0.00	$991.10	$165.90	$0.00	$1,157.00	$2.42	$58.08
EE+Fam PPO B	31	$1,455.48	$0.00	$1,455.48	$355.20	$0.00	$1,810.68	$1,499.14	$0.00	$1,499.14	$365.86	$0.00	$1,865.00	$5.33	$127.92
EO PPO B W	106	$661.82	$0.00	$661.82	$22.78	$20.00	$704.60	$681.68	$0.00	$681.68	$24.06	$20.00	$725.74	$0.64	$15.36
EE+Sp PPO B W	12	$1,155.08	$0.00	$1,155.08	$216.96	$20.00	$1,392.04	$1,189.74	$0.00	$1,189.74	$224.06	$20.00	$1,433.80	$3.55	$85.20
EE+Ch PPO B W	49	$962.24	$0.00	$962.24	$141.06	$20.00	$1,123.30	$991.10	$0.00	$991.10	$145.90	$20.00	$1,157.00	$2.42	$58.08
EE+Fam PPO B W	45	$1,455.48	$0.00	$1,455.48	$335.20	$20.00	$1,810.68	$1,499.14	$0.00	$1,499.14	$345.86	$20.00	$1,865.00	$5.33	$127.92
SubTotal	**478**	**$5,151,826**	**$0**	**$5,151,826**	**$728,177**	**$50,880**	**$5,930,883**	**$5,306,385**	**$0**	**$5,306,385**	**$751,552**	**$50,880**	**$6,108,816**		
HDHP-HSA															
Contribution Strategy		**ER Dependent contribution = 74.7%, EE dependent contribution = 25.3%**						**ER Dependent contribution = 74.6%, EE dependent contribution = 25.4%**							
EO HDHP	89	$611.80	$50.02	$661.82	$0.00	$0.00	$661.82	$631.66	$50.02	$681.68	$0.00	$0.00	$681.68	$0.00	$0.00
EE+Sp HDHP	10	$1,105.06	$50.02	$1,155.08	$176.94	$0.00	$1,332.02	$1,139.72	$50.02	$1,189.74	$182.24	$0.00	$1,371.98	$2.65	$63.60
EE+Ch HDHP	15	$912.22	$50.02	$962.24	$107.78	$0.00	$1,070.02	$941.08	$50.02	$991.10	$111.02	$0.00	$1,102.12	$1.62	$38.88
EE+Fam HDHP	27	$1,405.46	$50.02	$1,455.48	$284.76	$0.00	$1,740.24	$1,449.12	$50.02	$1,499.14	$293.30	$0.00	$1,792.44	$4.27	$102.48
EO HDHP W	25	$611.80	$50.02	$661.82	$0.00	$20.00	$681.82	$631.66	$50.02	$681.68	$0.00	$20.00	$701.68	$0.00	$0.00
EE+Sp HDHP W	10	$1,105.06	$50.02	$1,155.08	$156.94	$20.00	$1,332.02	$1,139.72	$50.02	$1,189.74	$162.24	$20.00	$1,371.98	$2.65	$63.60
EE+Ch HDHP W	33	$912.22	$50.02	$962.24	$87.78	$20.00	$1,070.02	$941.08	$50.02	$991.10	$91.02	$20.00	$1,102.12	$1.62	$38.88
EE+Fam HDHP W	4	$1,405.46	$50.02	$1,455.48	$264.76	$20.00	$1,740.24	$1,449.12	$50.02	$1,499.14	$273.30	$20.00	$1,792.44	$4.27	$102.48
SubTotal	**213**	**$2,150,427**	**$127,851**	**$2,278,278**	**$199,198**	**$17,280**	**$2,494,755**	**$2,218,778**	**$127,851**	**$2,346,630**	**$205,513**	**$17,280**	**$2,569,422**		
Total Rate Needed													**$15,488,157**		
Shortfall from Trust Reserves													**($594,821)**		
Total	**1,142**	**$12,137,855**	**$127,851**	**$12,265,706**	**$2,075,918**	**$118,080**	**$14,459,704**	**$12,505,846**	**$127,851**	**$12,633,697**	**$2,141,559**	**$118,080**	**$14,893,336**		
$$ Change								**$367,991**	**$0**	**$367,991**	**$65,640**	**$0**	**$433,632**		
% Change								**3.0%**	**0.0%**	**3.0%**	**3.2%**	**0.0%**	**3.0%**		

- Proposed 2023-24 rates maintaining existing contribution strategy and NOT implementing contribution strategy to shift an additional 1.0% of dependent only cost to employees who purchase dependent coverage (NOBA 09-17-18). ***Includes plan design changes.*** *Total increase to rates is 3.0%*

For the HDHP, the wellness amount is deposited into a Limited Purpose FSA account.
Rates may be slightly different from projected cost due to rounding. Rates exclude EAP.

FY 2023-24 Projection: *Next Steps*

- Discuss Plan Designs and Contribution Strategy with Employee Benefit Trust (EBT)
- EBT to make recommendation to Board of Supervisors
- Board of Supervisors Approval
- July 1, 2023 start of new plan year

Thank You

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Agenda

1. Self-Funding Basics
2. FY 2023-24 Projection
3. Plan Design Consideration
4. Summary of Options for Review
5. Detail of Options' Impact to Rates
6. **Appendix**

Five-Year Summary of Yuma County Employee Benefit Trust Employee Monthly and Annual Cost Increases

	FY 2018-2019		FY 2019-2020		FY 2020-2021		FY 2021-2022		FY 2022-2023	
	Monthly EE Change	Annual EE Change	Monthly EE Change	Annual EE Change	Monthly EE Change	Annual EE Change	Monthly EE Change	Annual EE Change	Monthly EE Change	Annual EE Change
PPO Option A										
EO PPO A	$0.00	$0.00	$1.40	$16.80	$0.00	$0.00	$2.14	$25.68	$0.00	$0.00
EE+Sp PPO A	$0.00	$0.00	$18.72	$224.64	$11.78	$141.36	$11.32	$135.84	$0.00	$0.00
EE+Ch PPO A	$0.00	$0.00	$11.94	$143.28	$7.18	$86.16	$7.74	$92.88	$0.00	$0.00
EE+Fam PPO A	$0.00	$0.00	$29.26	$351.12	$18.94	$227.28	$16.92	$203.04	$0.00	$0.00
PPO Option B										
EO PPO B	n/a	n/a	$0.82	$9.84	$0.00	$0.00	$1.24	$14.88	$0.00	$0.00
EE+Sp PPO B	n/a	n/a	$13.94	$167.28	$13.66	$163.92	$6.90	$82.80	$0.00	$0.00
EE+Ch PPO B	n/a	n/a	$8.80	$105.60	$8.32	$99.84	$4.70	$56.40	$0.00	$0.00
EE+Fam PPO B	n/a	n/a	$21.96	$263.52	$21.94	$263.28	$10.36	$124.32	$0.00	$0.00
HDHP-HSA										
EO HDHP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EE+Sp HDHP	$0.00	$0.00	$12.36	$148.32	$18.88	$226.56	$5.16	$61.92	$0.00	$0.00
EE+Ch HDHP	$0.00	$0.00	$7.52	$90.24	$11.50	$138.00	$3.14	$37.68	$0.00	$0.00
EE+Fam HDHP	$0.00	$0.00	$19.84	$238.08	$30.42	$365.04	$8.30	$99.60	$0.00	$0.00

Yuma Co. July 1, 2022 Benefit Offering

Summary of Benefits	PPO $900 (Option A)		PPO $1,200 (Option B)		HDHP w/ HSA	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network*
Deductible Individual / Family	$900 / $2,700	$1,500 / $4,500	$1,200 / $2,400	$2,200 / $4,400	$1,500 / $3,000	$3,000 / $6,000
Member Coinsurance	20%	40%	30%	50%	20% after ded.	40% after ded.
Out-of-Pocket Max Individual / Family (2x)	$4,800 / $9,600	$8,800 / $17,600	$6,200 / $12,400	$12,200 / $24,400	$4,500 / $9,000	$9,000 / $18,000
Office Visit	$25 - PCP $35 - Specialist 20% after ded - Other	40% after ded.	$30 - PCP $40 - Specialist 30% after ded - Other	50% after ded.	20% after ded.	40% after ded.
Diagnostic Tests/Imaging	OV Copay &/or 20% after ded.	40% after ded.	OV Copay &/or 30% after ded.	50% after ded.	20% after ded.	40% after ded.
Inpatient-Hospital	20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Outpatient Svcs	20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Emergency Room	$175/deductible/20%		$175/deductible/30%		20% after ded.	
Urgent Care	$35 copay	40% after ded.	$40 copay	50% after ded.	20% after ded.	40% after ded.
Mental/Behav/SA (Outpatient)	OV Copay	40% after ded.	OV Copay	50% after ded.	20% after ded.	40% after ded.
Mental/Behav/SA (Inpatient)	20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Home health/Home infusion therapy	20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Skilled Nursing (90 day limit/yr)	20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Durable Medical Equipment	20% after ded.	40% after ded.	30% after ded.	50% after ded.	20% after ded.	40% after ded.
Generic Drugs	Retail: $5 copay Mail Order: $10 copay		Retail: $5 copay Mail Order: $10 copay		Deductible + Coinsurance	Deductible + Coinsurance
Preferred Brand Drugs	Retail: 20% to $45 maximum Mail Order: 20% to $90 maximum		Retail: 30% to $45 maximum Mail Order: 30% to $90 maximum		Deductible + Coinsurance	Deductible + Coinsurance
Non-Preferred Brand Drugs	Retail: 20% to $120 maximum Mail Order: 20% to $240 maximum		Retail: 30% to $120 maximum Mail Order: 30% to $240 maximum		Deductible + Coinsurance	Deductible + Coinsurance

- Options A and B have access to the SSA Mexico network – 100% of covered medical and prescriptions (no deductible, copays or coinsurance) up to a calendar year maximum benefit of $5,000 (single) and $10,000 (family).

Yuma Co. History of Plan Changes

Effective Date	Plan Changes
7/1/2017	Increase ER copay from $125 to $175
7/1/2017	Increase Retail Non-Preferred Brand Maximum from $80 to $120; Increase Mail Order Non-Preferred Brands from $160 to $240
7/1/2018	Change PPO A deductible from $500 to $600; Increase PCP OV copay from $20 to $25; Increase SPCP copay from $30 to $35; Increase urgent care copay from $30 to $35
7/1/2018	Add new low option PPO B plan ($1,000 ded)
7/1/2019	None
7/1/2020	None
7/1/2021	Plan A: Deductible increased from $600/$1,800 (single/family) to $900/$2,700. Increase OOP maximum from $4,500/$9,000 (single/family) to $4,800/$9,600.
7/1/2021	Plan B: Deductible increased from $1,000/$2,000 (single/family) to $1,200/$2,400. Increase OOP maximum from $6,000/$12,000 to $6,200/$12,400).
7/1/2021	Increase the annual maximum benefit for the SSA Mexico PPO Network from $3,500/$7,000 (single/family) to $5,000/$10,000.

- Plan changes noted do not reflect mandated program changes due to federal or state laws.

AZ. County Comparison – Health Insurance

County	Self Insured	Program Administrator	Stop Loss Limit ($000's)	Stop Loss Excess ($000's)	Provider	Premium for Employee Only	Employee Share	Premium for Family Coverage	County Share for Family Coverage
Apache	Yes	AZLGEBT	-	-	BCBS-AZ TP Ameriben	$608.93	$38.00	$1,443.94	$1,227.94
Cochise	Yes	Gallagher Insurance	Unlimited	200	Cochise Combined Trust-Ameriben	$593.62 EPO $546.35 HDHP	$87.23 EPO $1.43 HDHP	$1,266.32 EPO $1,162.22 HDHP	$893.32 EPO $974.22 HDHP
Coconino	Yes	NAPEBT/BCBS AZ	300	-	BCBS AZ- Buy up plan BCBS-AZ Base Plan BCBS-AZ HDHP	$766.04 $690.58 $609.86	$95.46 $20.00 $0.00	$1,904.88 $1,713.72 $1,509.08	$1,233.32 $1,233.32 $1,233.32
Gila	Yes	Gallagher Insurance	275	100	Ameriben	$596.99	$77.25	$1,415.63	$1,061.43
Graham	Yes	AZLGEBT	125	2,000	AZLGEBT PPO AZLGEBT HDHP	$596.99 $546.99	$50.00 $50.00	$1,415.63 $1,315.63	$1,165.63 $1,065.63
Greenlee	Yes	AZLGEBT	Unlimited	275	Ameriben	$583.40	$35.12	$1,372.05	$1,127.03
La Paz	Yes	AZLGEBT	5.5	Unlimited	Ameriben	$645.76	$64.73	$1,548.65	$1,127.84
Maricopa	Yes	Cigna, United Healthcare	-	-	Cigna HMO Cigna HDHP United Healthcare PPO	$804.98 $786.46 $842.86	$86.80 $113.72 $69.02	$2,231.12 $2,159.14 $2,007.86	$1,809.96 $1,791.86 $1,877.78
Mohave	Yes	Meritain	137	145	Meritain EPO Meritain HDHP	$647.16 $557.02	$57.66 $49.34	$1,899.12 $1,238.72	$1,478.03 $1,238.72
Navajo	Yes	Marpai	175	-	Marpai HDHP Marpai PPO	$745.47 $756.99	$55.98 $135.00	$2,128.38 $2,353.98	$1,848.16 $1,848.16
Pima	Yes	Aetna	1,000	-	Aetna	$437.03	$91.82	$1,423.33	$1,259.96
Pinal	Yes	CBIZ, Berkshire Hathaway Specialty Insurance	240	200	Atena	$440.69	$10.00	$1,171.48	$1,098.98
Santa Cruz	Yes	Ameriben	200	-	AZLGEBT	$643.39	$64.02	$1,520.05	$1,225.41
Yavapai	Yes	Summit, Inc.	250	Unlimited	YCT PPO A YCT PPO B YCT HDHP	$752.19 $465.40 $581.47	$0.00 $0.00 $0.00	$1,710.52 $1,064.60 $1,321.27	$1,049.94 $959.29 $959.31
Yuma	Yes	Blue Cross Blue Shield AZ	150	125%	PPO A PPO B HDHP	$713.72 $648.08 $642.54	$71.18 $41.54 $0.00	$1,976.92 $1,757.94 $1,689.56	$1413.10 $1,413.10 $1,413.10

Note: (–) Indicates not applicable or county did not provide data. # Indicates county did not participate in this portion of the survey. Data is more than one year old.

Source: 2022 Arizona County Government Salary and Benefit Survey – Prepared by the Arizona Association of Counties

AZ. County Comparison – Extra Medical Benefits

County	Life Insurance ($000's)[1]	Supplemental Accident Expenses	Short Term Disability Plan	Eye Care	Dental Care	Employee Assistance Program	Wellness Program	Notes
Apache	50/10/10	-	Included	Optional	Optional	Included	Included	-
Cochise	50/2.5/2.5	Yes	Included	Included	Included	Included	Included	-
Coconino	40/-/-	Yes	Included	Optional	Optional	Included	Included	-
Gila	20/5/5	Yes	Included	Included	Included	Optional	Optional	-
Graham	-/5/5	Yes	Included	Included	Included	Included	Included	-
Greenlee	40/5/5	No	Included	Included	Included	Included	Included	-
La Paz	10/5/5	No	Included	Included	Included	Included	Included	-
Maricopa	1-2x annual salary/- /-	Yes	Included	Included	Included	Optional	Included	-
Mohave	50/-/-	No	Included	Optional	Optional	Optional	Optional	-
Navajo	50/2/2	Yes	Included	Included	Included	Optional	Optional	-
Pima	50/-/-	Yes	Included	Included	Included	Included	Included	-
Pinal	50/30/1	Yes	Option	Included	Included	Optional	Optional	-
Santa Cruz	Annual salary up to 50/5/5	No	Included	Included	Included	Included	Included	-
Yavapai	1x annual salary/2/1	Yes	Included	Included	Included	Included	Included	-
Yuma	Annual salary up to 50/-/-	No	Option	Included	Included	Included	-	-

Notes: (1) Figures are for employee / spouse / children [over 6 months]. Amount is for basic plan only; some counties allow higher amounts at employee opt
# Indicates county did not participate in this portion of the survey. Data is more than one year old. (–) Indicates not applicable or county did not provide data.

Source: 2022 Arizona County Government Salary and Benefit Survey – Prepared by the Arizona Association of Counties

Glossary of Terms

Aggregate Stop-Loss	Aggregate stop-loss insurance limits the overall annual claims liability by reimbursing the company when the claims paid for the self-funded plan, as a whole, exceed a certain preset level.
Attachment Point	For aggregate stop-loss insurance it is the point at which the stop-loss insurance carrier reimburses the employer based upon the cumulative total of claims paid within a contract period. Sometimes also referred to as Claims Corridor.
Capitation ("Cap")	A set dollar limit that is paid to a network of providers, regardless of how much you use (or don't use) the services offered by the providers. The risk of overutilization is transferred from the insurance company to the provider.
Contract Period	The time covered under a contract designating when a claim is incurred and when the claim must be paid to qualify for reimbursement.
Health Savings Account (HSA)	A savings account used in conjunction with a high-deductible health insurance policy that allows users to save money tax-free against medical expenses.
High Deductible Health Plan (HDHP)	A high-deductible health plan (HDHP) is a health insurance plan with lower premiums and higher deductibles than a traditional health plan. Being covered by an HDHP is also a requirement for having a health savings account.
IBNR	Incurred But Not Reported Reserves or sometimes referred to as Incurred But Not Paid (IBNP). IBNR represents the estimated liability for claims for services that have been received but have yet to be paid.
Plan Year	The 12-month period in which deductible and co-insurance accumulates toward a plan participant's out of pocket maximums.
Reinsurance	Another term for stop-loss coverage.
Risk Charge	A fully-insured plan takes on the risk of adverse claims experience and the possibility that a Plan Sponsor could terminate and leave an insurance company in a deficit. As a result, the insurance company typically charges an implicit risk transfer fee to all fully insured clients.
Run-In	Claims incurred prior to a plan year but reported after the end date of the plan year. These claims can be paid under the “current year” contract that includes the run-in period and the current plan year claims.
Run-Out	Claims incurred during a plan year but reported after the end date of the plan year. These claims can be paid under the "prior year" contract.
Specific Deductible	The amount of claims for which the plan is responsible for on any one individual in a contract period.
Specific Stop-Loss	Individual or specific stop-loss insurance provides reimbursement in the event an individual plan participant has claims that exceed the specific deductible during a contract period.
Terminal Liability	Provides additional coverage upon termination of the self-funded plan for claims paid after the end of the plan.

1. **Yuma County Board of Supervisors**

NOTICE of OFFICIAL BOARD ACTION (NOBA) ORIGINAL

Meeting Date: 09-17-18	Sitting as the:	To:	•AGENCY HEAD FELICIA FRAUSTO	Date sent:
Item No: D3	☒ Board of Supervisors ☐ Board of Directors of	Agency:	HUMAN RESOURCES	9/20/18

Agenda Wording: *Human Resources*: Hear a presentation from Segal Consulting on the dependent employer (ER) medical plan contribution and dependent employee (EE) medical plan contribution for future plan years and provide direction to staff.

2. **RECORD OF ACTION(S)**

☐ **Public hearing conducted:** In matters requiring public hearing, this certifies that the below constitutes official action after a legally advertised public hearing and duly called meeting of the Yuma County Board of Supervisors (or Board of Directors per agenda wording) and will be recorded without amendment or modification in the official records of said political body. •**Public comments**: ____ In favor ____ Opposed ____ Neutral ☐No comments

☐**Approved on *Consent*.** ☐**Approved as presented on AIR-Form.** ☐**Approved per *Recommended Motion*.** ☐**Denied** ☐**No Action** ☐**Approved as *amended*:** *Amendment:* ☐**Other:** Please see Page 2.	**Vote Results:** _____**Motion** _____**Second** ☐**Passed** ☐**Voice Vote:** _____ Dissent: _____ ☐**Roll Call:** _____Ayes _____Nays
☐**Item continued:** Date & Time:	☐***Agency** submits AIR-Form for future meeting.*
☐**Public Hearing set:** Date & Time:	☐***Agency** submits AIR-Form for future meeting.*

3. **CLERK OF THE BOARD CERTIFICATION**

Signature: Desiree Potter, Deputy Clerk for
Susan K. Thorpe, County Administrator/Clerk of the Board

Date: 09-17-18

4. **FOLLOW-UP (FU) ACTIONS REQUIRED:**

☐ Clerk of Board obtains signatures on original document(s).
☐ Agency obtains signatures on original document(s) and provides to Clerk of Board one (1 ORIGINAL, fully executed document).
☐ Agency ☐Clerk of Board submits Purchase Requisition to Financial Services.
☐ Agency ☐Clerk of Board causes recordation of *(list)*: _____
☐ Agency ☐Clerk of Board causes publication. *(Agency provides copy of Public Notice to Clerk of Board.)*
☐ Other instructions/actions:

ENCLOSURES:		Contract: ☐Original(s) ☐Copy(s)	☐**Resolution:** ☐Original(s) ☐Copy(s) ☐Will be recorded ☐Will not be recorded ☐**BAR Res:** *(not recorded)* ☐ Orig ☐ Copy	☐Other *(list)*:
COPIED TO	☐ County Attorney	☐ Finance Director	☒ Human Resources Director	☒ Other *(list)*: Mayra Alexandre

Questions/information regarding this agenda item contact:
Name/Title: Desiree Potter Phone #: 373-1165

Form revised: 03-03-06/cpi

by ____*Initials of NOBA preparer.*

Agenda Wording: *Human Resources*: Hear a presentation from Segal Consulting on the dependent employer (ER) medical plan contribution and dependent employee (EE) medical plan contribution for future plan years and provide direction to staff.

RECORD OF ACTION(S) / VOTE RESULTS

MOTION REGARDING THE SPLIT

MOTION (MCCLOUD/SIMMONS): Decide to move to a 50/50 split over a timeframe yet to be determined.

Supervisor Reyes stated he would entertain a separate motion to discuss the timeline.

ROLL CALL VOTE: McCloud – AYE; Simmons – AYE; Pancrazi – NAY; Porchas – NAY; Reyes – NAY. The motion failed 2-3.

MOTION (PANCRAZI/PORCHAS): Move to a 60/40 split.

Supervisor Pancrazi stated she still needed to meet with Ms. Frausto to better understand the process.

VOICE VOTE: The motion carried 4-1, with Supervisor McCloud dissenting.

MOTION REGARDING THE TIMELINE

MOTION (MCCLOUD): 2% increase for two years.

The motion died for the lack of a second.

MOTON (PORCHAS/PANCRAZI): 1 ½ % increase per year (for two years) and 1% the last year (4% total).

VOICE VOTE: The motion carried 4-1, with Supervisor McCloud dissenting.

AIR-11984 **Discussion 1.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Report on Legislative Updates

Submitted By: Ian McGaughey **Prepared by:** Annie Rojas

Department: County Administration

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

County Administration: Discussion and possible action regarding State and Federal legislative updates, which may include international issues, status of bills affecting Yuma County, timelines and composition of the legislatures, and legislative strategies and priorities.

2. SUMMARY:

3. RECOMMENDED MOTION:

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

Approved as to form. M. Davy 3.8.23

6. COUNTY ADMINISTRATOR:

Approved, Ian McGaughey, 3/11/23

Fiscal Impact

Attachments

No file(s) attached.

AIR-11947 **Events Calendar/Current Events 1.**

BOS Regular Agenda

Meeting Date: 03/20/2023

Title: Events Calendars/Current Events

Prepared by: Annie Rojas

Department: County Administration

Special District:

Strategic Pillar:

Information

1. REQUESTED BOARD ACTION:

Board members and County Administrator will report on events attended or to be attended on behalf of the County, may present a brief summary of current events and may update the schedule for future Board of Supervisors meetings, as appropriate. No legal action will be taken, pursuant to A.R.S. §38-431.02(K).

2. SUMMARY:

3. RECOMMENDED MOTION:

4. FISCAL IMPACT: (Finance, OMB, & Human Res.)

5. COUNTY ATTORNEY:

6. COUNTY ADMINISTRATOR:

Fiscal Impact

Attachments

March

April

May

◄ February

March 2023

April ►

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 9:00 AM Board of Supervisors Regular Session BOS Auditorium	7	8	9	10	11
12	13	14	15	16 10:00 AM CSA Board of Directors Meeting Phoenix, AZ	17	18 **Somerton Greater Days Parade**
19	20 9:00 AM Board of Supervisors Regular Session BOS Auditorium	21	22	23	24	25
26	27	28	29	30	31	

More Calendars: April, May, 2023

◄ March

April 2023

May ►

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 9:00 AM Board of Supervisors Regular Session BOS Auditorium	4	5	6	7	8
9	10	11	12	13	14	15
16	17 9:00 AM Board of Supervisors Regular Session BOS Auditorium	18	19 3:30-5:00 PM 2022 Years of Service & Employee of Year Awards Ceremony Yuma Theatre	20 10:00 AM CSA Board of Directors Meeting Phoenix, AZ	21	22
23	24	25	26	27	28	29
30						

More Calendars: May, June, 2023

◄ April

May 2023

June ►

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 9:00 AM Board of Supervisors Regular Session BOS Auditorium 1:00 PM Board of Supervisors Special Budget Session BOS Auditorium	**2** 9:00 AM Board of Supervisors Special Budget Session BOS Auditorium	**3**	**4**	**5**	**6**
7	**8**	**9**	**10**	**11**	**12**	**13**
14	**15**	**16**	**17**	**18**	**19**	**20**
21	**22** 9:00 AM Board of Supervisors Regular Session BOS Auditorium	**23**	**24**	**25** 10:00 AM CSA Board of Directors Meeting Phoenix, AZ	**26**	**27**
28	**29** **Memorial Day County Offices Closed**	**30**	**31**			

More Calendars: June, July, 2023