



Contract Number: 0111-6-142562-1008  
 Effective Date: 10-01-08  
 Term Date: 09-30-09  
 Cost:   
 Revenue: \$10,000  
 Total:  NTS: \_\_\_\_\_  
 Action  
 Renewal By: 07-01-09  
 Term: 09-30-09  
 Reviewed by: UB

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date:

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

***This Agreement is to ensure that the Sheriff's Department will support the Bureau of Land Management Law Enforcement (BLM) personnel through special patrols. The term of this Agreement is from October 1, 2008 to September 30, 2009 and the BLM reimburse up to \$10,000 to the Pima County Sheriff's Department.***

This is an Official Copy of the Pima County contract executed and on file with Pima County.

PIMA COUNTY SHERIFF'S DEPARTMENT

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

CORPORATE HEADQUARTERS: One North Central Avenue Phoenix, AZ 85004-2203

To C.O.B 12-2-09  
 Agenda 12-15-09

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \_\_\_ and/or REVENUE TO PIMA COUNTY: \$ 10,000.00

FUNDING SOURCE(S): Federal Fund  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

<input type="checkbox"/>	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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**Board of Supervisors District:**

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input checked="" type="checkbox"/>
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**IMPACT:**

**IF APPROVED:**

**IF DENIED:**

DEPARTMENT NAME: PIMA COUNTY SHERIFF'S DEPARTMENT

CONTACT PERSON: YUKO JARVIS TELEPHONE NO.: 351-6958

This is an Official Copy of the Pima County contract executed and on file with Pima County.

**ORDER FOR SUPPLIES OR SERVICES**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 07/29/2008		2. CONTRACT NO. (If any)		6. SHIP TO: Thomas A. Lister		
3. ORDER NO. AAP080060		4. REQUISITION/REFERENCE NO. R-0809592		a. NAME OF CONSIGNEE BLM-AZ ARIZONA STATE OFFICE*		
5. ISSUING OFFICE (Address correspondence to) BLM-AZ ARIZONA STATE OFFICE* ONE NORTH CENTRAL AVENUE  PHOENIX AZ 85004-2203				b. STREET ADDRESS ONE NORTH CENTRAL AVENUE		
7. TO:		c. CITY PHOENIX		d. STATE AZ	e. ZIP CODE 85004-2203	
a. NAME OF CONTRACTOR Ron K Jee 520-351-4619				f. SHIP VIA		
b. COMPANY NAME PIMA COUNTY				8. TYPE OF ORDER		
c. STREET ADDRESS 1750 E BENSON HWY				<input checked="" type="checkbox"/> a. PURCHASE		b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY TUCSON				REFERENCE YOUR:		
e. STATE AZ		f. ZIP CODE 85714-1758		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
9. ACCOUNTING AND APPROPRIATION DATA 2008 - - - WO121 - - 411C - - 1220NX - - - LEAG - - - - -				10. REQUISITIONING OFFICE BLM-AZ ARIZONA STATE OFFICE*		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED						
12. F.O.B. POINT Destination			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2009	16. DISCOUNT TERMS 10 days % 20 days % 30 days % days %
13. PLACE OF						
a. INSPECTION BLM-Arizona State Office		b. ACCEPTANCE BLM-Arizona State Office				

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SEE LINE ITEM DETAIL					

**CONTRACT**

**NO. 0111B1425621008**

**AMENDMENT NO.**

This number must appear on all invoices, correspondence and documents pertaining to this contract.

8. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
21. MAIL INVOICE TO: Glenn I. Shafer						
a. NAME BLM-AZ ARIZONA STATE OFFICE*						17(h) TOT. (Cont. pages)
b. STREET ADDRESS (or P.O. Box) ONE NORTH CENTRAL AVENUE						
c. CITY PHOENIX		d. STATE AZ	e. ZIP CODE 85004-2203		\$10,000.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Glenn I. Shafer TITLE: CONTRACTING/ORDERING OFFICER			
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SEE BILLING INSTRUCTIONS ON REVERSE



**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER 07/29/2008	CONTRACT NO.	ORDER NO. AAP080060
-----------------------------	--------------	------------------------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)						
0001	<p><i>COST REIMBURSEMENT ORDER: By Itemized Invoice</i></p> <p><i>Allowable Cost Information: OMB Circular A-81</i></p> <p>Pima County Law Enforcement Assistance</p> <p>Reimbursable services in accordance with the attached statement of work.</p> <p>Notin contained herein shall be construed as obligating the Bureua of Land Management to pay any expenditure or obligation of funds in excess of \$10,000.00 dollars.</p> <p>Any susequent changes to funding or the period of performance will be made by separate modification.</p> <p>All subsequent modifications cannot exceed:</p> <p>1). \$ 40,000.00 2). forty-eight (48) months.</p> <p>BLM. Law Enforcement P.O.C., Thomas Lister 602-417-9319</p> <table border="0"> <tr> <td><i>Delivery Date</i></td> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>09/30/2009</td> <td>10/01/2008</td> <td>09/30/2009</td> </tr> </table> <p>Reference Requisition: R-0809592</p>	<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>	09/30/2009	10/01/2008	09/30/2009	1.00	job	10,000.00	10,000.00	
<i>Delivery Date</i>	<i>Start Date</i>	<i>End Date</i>										
09/30/2009	10/01/2008	09/30/2009										

DUNS#781693049

IAW IM 2008-011

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**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$10,000.00**

**Contract Level  
Funding Summary**

Document Number  
AAP080060

Title  
Pima County

Page  
4 of 28

2008 - - - WO121 - - 411C - - 1220NX - - - LEAG - - - - -

\$10,000.00

Reference Requisition: R-0809592

**Total Funding: \$10,000.00**

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COMMERCIAL CLAUSES

1 STATEMENT OF WORK

REIMBURSABLE LAW ENFORCEMENT ORDER FOR SERVICES  
STATEMENT OF WORK FOR PIMA COUNTY SHERRIF'S OFFICE

Scope of Work

(a) The purpose of this contract is to obtain law enforcement services as needed on an annual basis (September 2008 to October 2009) to assist the Bureau of Land Management (BLM) in the administration and regulation of the use and occupancy of the public lands. The Pima County Sherriff's Office will enforce the civil and criminal laws of the State and/or county on the public lands, waters, roads, and trails administered by the BLM with reimbursement by the BLM, in accordance with the actual costs associated with conducting these patrols, to include: current wages of law enforcement personnel, mileage, and other vehicle costs associated with vehicle patrols, if necessary.

(b) The services requested by the BLM are of an extraordinary nature outside the scope of the Pima County Sherriff's Office normal and routine law enforcement activities on the public lands.

General Work Requirements

(a) Provide reimbursable services as listed, for the enforcement of State and local laws relating to the protection of persons and property on the public lands. The lack of any specific request by the BLM will not limit the authority of the Pima County Sherriff's Office to respond to any situation in a fashion seen fit under State or local law.

1. Pima County Sherriff's Office will have the Deputies / Officers coordinate with the designated BLM Point of Contact (POC) regarding patrol needs and to exchange law enforcement information of benefit to both the Pima County Sherriff's Office and the BLM.

2. The Pima County Sherriff's Office agrees to conduct patrol Motorized Vehicle, Foot, Horseback, Aircraft or All Terrain Vehicle, on BLM lands within the County.

3. When requested by the BLM, The Pima County Sherriff's Office agrees to dispatch additional sworn Deputies / Officers, within workforce capabilities, to assist in special operations (i.e., marijuana eradication, border related operations and patrols, special events, execution of warrants) or for other unforeseen or emergency situations.

(b) Sworn personnel assigned to duties under this contract will be paid employees of the Pima County Sherriff's Office who have complied with the minimum standards as required by the Pima County Sherriff's Office, County Training Standards; and that such Deputies / Officers have not been convicted of a misdemeanor crime of domestic violence and is not prohibited from possessing a firearm in accordance with 18 U.S.C. 922(g) (9).

(c) The Deputies / Officers will ensure that sworn personnel assigned to duties on Public Lands be made aware of the provisions of the Archaeological Resources Protection Act (16 U.S.C. 470 aa - 470 ll) and the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 - 3013), regarding skeletal remains. Also, ensure that the Deputies / Officers personnel conducting the patrols, are instructed that, if possible, not to disturb what possibly may be an archaeological site, on the belief that the presence of skeletal remains is indicative of a crime scene over which they have jurisdiction, without first checking with appropriate BLM Ranger and/or District/Field management personnel.

(d) The Pima County Sherriff's Office will furnish the designated BLM POC quarterly reports of all noted law enforcement activities related to: (1) number of patrols made and miles traveled; (2) hours worked; (3) arrests made on public lands- misdemeanors and felonies; (4) incidents investigated or responded to ; (5) assistance given to BLM personnel.

(e) Itemized invoices for payment will be furnished at the end of each quarter to the BLM Contracting Officer. The designated BLM POC will certify all invoices for accuracy and verify that patrols were performed within the standards stated above. A copy of the above mentioned backup documentation/reports should be retained in the contract file, along with the quarterly invoice, and/or with the designated BLM POC.

This is a copy of the contract for Pima County Sheriff's Office

PAYMENTS: Reimbursement may be made for direct labor, materials, mileage, over-head costs, equipment rental, and other approved costs in accordance with OMB Circular A-81, cost principals for state, local, and indian tribal governments (www.whitehouse.gov ).

GOVERNMENT FURNISHED PROPERTY:

Any BLM furnished property used by local law enforcement officials will be issued to Pima County Agencies by processing a receipt for property, via utilization of Dept. of Interior Form - DI 105. The BLM Assumes no liability for any actions or activities conducted under this order except of the extent that recourse or remedies that are provided by Congress under the Federal Tort Claims Act.

PERIOD OF PERFORMANCE:

October 1,2008 to September 2009

Any subsequent modifications for additional services are subject to the availability of funds and will be made by separate modification.

2 WAGE DETERMINATIONS

WD 05-2025 (Rev.-7) was first posted on www.wdol.gov on 06/17/2008

\*\*\*\*\*  
\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2025

Shirley F. Ebbesen | Division of | Revision No.: 7  
Director | Wage Determinations | Date Of Revision: 06/09/2008

State: Arizona

Area: Arizona Counties of Cochise, Graham, Greenlee, Pima, Santa Cruz

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.56
01012 - Accounting Clerk II	14.10
01013 - Accounting Clerk III	15.29
01020 - Administrative Assistant	19.02
01040 - Court Reporter	14.85

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01051 - Data Entry Operator I	10.30
01052 - Data Entry Operator II	11.89
01060 - Dispatcher, Motor Vehicle	15.17
01070 - Document Preparation Clerk	11.30
01090 - Duplicating Machine Operator	11.30
01111 - General Clerk I	10.51
01112 - General Clerk II	11.92
01113 - General Clerk III	15.13
01120 - Housing Referral Assistant	17.86
01141 - Messenger Courier	10.31
01191 - Order Clerk I	10.91
01192 - Order Clerk II	12.42
01261 - Personnel Assistant (Employment) I	13.92
01262 - Personnel Assistant (Employment) II	15.57
01263 - Personnel Assistant (Employment) III	17.78
01270 - Production Control Clerk	18.92
01280 - Receptionist	10.58
01290 - Rental Clerk	11.87
01300 - Scheduler, Maintenance	13.40
01311 - Secretary I	13.40
01312 - Secretary II	14.85
01313 - Secretary III	17.86
01320 - Service Order Dispatcher	13.28
01410 - Supply Technician	19.02
01420 - Survey Worker	12.24
01531 - Travel Clerk I	11.27
01532 - Travel Clerk II	11.81
01533 - Travel Clerk III	12.41
01611 - Word Processor I	12.58
01612 - Word Processor II	15.62
01613 - Word Processor III	17.50
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.32
05010 - Automotive Electrician	18.78
05040 - Automotive Glass Installer	16.96
05070 - Automotive Worker	16.96
05110 - Mobile Equipment Servicer	15.15
05130 - Motor Equipment Metal Mechanic	18.78
05160 - Motor Equipment Metal Worker	16.96
05190 - Motor Vehicle Mechanic	18.78
05220 - Motor Vehicle Mechanic Helper	14.09
05250 - Motor Vehicle Upholstery Worker	16.08
05280 - Motor Vehicle Wrecker	16.96
05310 - Painter, Automotive	17.87
05340 - Radiator Repair Specialist	16.96
05370 - Tire Repairer	13.08
05400 - Transmission Repair Specialist	18.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.28
07041 - Cook I	10.07
07042 - Cook II	12.92
07070 - Dishwasher	6.98
07130 - Food Service Worker	9.61
07210 - Meat Cutter	16.56
07260 - Waiter/Waitress	7.09
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.98
09040 - Furniture Handler	10.70
09080 - Furniture Refinisher	15.98

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 DATE 08/20/2018 BY 60322 UCBAW/STP/STP

09090 - Furniture Refinisher Helper	12.60
09110 - Furniture Repairer, Minor	14.37
09130 - Upholsterer	15.98
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.94
11060 - Elevator Operator	8.94
11090 - Gardener	12.83
11122 - Housekeeping Aide	8.96
11150 - Janitor	9.62
11210 - Laborer, Grounds Maintenance	10.15
11240 - Maid or Houseman	8.30
11260 - Pruner	9.34
11270 - Tractor Operator	11.71
11330 - Trail Maintenance Worker	10.15
11360 - Window Cleaner	10.55
12000 - Health Occupations	
12010 - Ambulance Driver	15.67
12011 - Breath Alcohol Technician	18.09
12012 - Certified Occupational Therapist Assistant	19.05
12015 - Certified Physical Therapist Assistant	16.75
12020 - Dental Assistant	15.12
12025 - Dental Hygienist	33.45
12030 - EKG Technician	21.84
12035 - Electroneurodiagnostic Technologist	21.84
12040 - Emergency Medical Technician	16.37
12071 - Licensed Practical Nurse I	16.18
12072 - Licensed Practical Nurse II	18.09
12073 - Licensed Practical Nurse III	19.12
12100 - Medical Assistant	12.34
12130 - Medical Laboratory Technician	14.21
12160 - Medical Record Clerk	12.29
12190 - Medical Record Technician	14.62
12195 - Medical Transcriptionist	14.94
12210 - Nuclear Medicine Technologist	29.98
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.46
12223 - Nursing Assistant III	11.42
12224 - Nursing Assistant IV	12.92
12235 - Optical Dispenser	13.88
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	12.71
12280 - Phlebotomist	13.46
12305 - Radiologic Technologist	22.38
12311 - Registered Nurse I	22.51
12312 - Registered Nurse II	27.55
12313 - Registered Nurse II, Specialist	27.55
12314 - Registered Nurse III	33.33
12315 - Registered Nurse III, Anesthetist	33.33
12316 - Registered Nurse IV	39.90
12317 - Scheduler (Drug and Alcohol Testing)	21.24
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.46
13012 - Exhibits Specialist II	17.79
13013 - Exhibits Specialist III	21.76
13041 - Illustrator I	18.56
13042 - Illustrator II	21.47
13043 - Illustrator III	26.26
13047 - Librarian	21.96
13050 - Library Aide/Clerk	12.36

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	<b>Document No.</b> AAP080060	<b>Document Title</b> Pima County	<b>Page 10 of 28</b>
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13054 - Library Information Technology Systems Administrator		19.83
13058 - Library Technician	17.94	
13061 - Media Specialist I	14.32	
13062 - Media Specialist II	16.02	
13063 - Media Specialist III	17.87	
13071 - Photographer I	14.28	
13072 - Photographer II	18.32	
13073 - Photographer III	19.80	
13074 - Photographer IV	24.21	
13075 - Photographer V	29.28	
13110 - Video Teleconference Technician	15.32	
14000 - Information Technology Occupations		
14041 - Computer Operator I	12.88	
14042 - Computer Operator II	15.84	
14043 - Computer Operator III	17.72	
14044 - Computer Operator IV	19.69	
14045 - Computer Operator V	21.80	
14071 - Computer Programmer I (1)	18.14	
14072 - Computer Programmer II (1)	22.30	
14073 - Computer Programmer III (1)	25.88	
14074 - Computer Programmer IV (1)		
14101 - Computer Systems Analyst I (1)	24.25	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	12.89	
14160 - Personal Computer Support Technician	19.69	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.25	
15020 - Aircrew Training Devices Instructor (Rated)	28.54	
15030 - Air Crew Training Devices Instructor (Pilot)	33.00	
15050 - Computer Based Training Specialist / Instructor	24.25	
15060 - Educational Technologist	19.26	
15070 - Flight Instructor (Pilot)	33.00	
15080 - Graphic Artist	20.18	
15090 - Technical Instructor	15.79	
15095 - Technical Instructor/Course Developer	19.31	
15110 - Test Proctor	13.11	
15120 - Tutor	13.11	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.02	
16030 - Counter Attendant	8.02	
16040 - Dry Cleaner	9.55	
16070 - Finisher, Flatwork, Machine	8.02	
16090 - Presser, Hand	8.02	
16110 - Presser, Machine, Drycleaning	8.02	
16130 - Presser, Machine, Shirts	8.02	
16160 - Presser, Machine, Wearing Apparel, Laundry	8.02	
16190 - Sewing Machine Operator	10.07	
16220 - Tailor	10.91	
16250 - Washer, Machine	8.52	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	17.58	
19040 - Tool And Die Maker	21.15	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	14.04	
21030 - Material Coordinator	18.92	
21040 - Material Expediter	18.92	
21050 - Material Handling Laborer	9.75	
21071 - Order Filler	10.69	

21080 - Production Line Worker (Food Processing)	14.04
21110 - Shipping Packer	11.57
21130 - Shipping/Receiving Clerk	11.57
21140 - Store Worker I	12.23
21150 - Stock Clerk	15.86
21210 - Tools And Parts Attendant	14.04
21410 - Warehouse Specialist	14.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.95
23021 - Aircraft Mechanic I	21.79
23022 - Aircraft Mechanic II	22.95
23023 - Aircraft Mechanic III	24.01
23040 - Aircraft Mechanic Helper	16.35
23050 - Aircraft, Painter	21.53
23060 - Aircraft Servicer	18.65
23080 - Aircraft Worker	19.69
23110 - Appliance Mechanic	17.58
23120 - Bicycle Repairer	14.06
23125 - Cable Splicer	26.07
23130 - Carpenter, Maintenance	15.98
23140 - Carpet Layer	15.17
23160 - Electrician, Maintenance	18.63
23181 - Electronics Technician Maintenance I	18.14
23182 - Electronics Technician Maintenance II	22.48
23183 - Electronics Technician Maintenance III	23.62
23260 - Fabric Worker	15.56
23290 - Fire Alarm System Mechanic	17.19
23310 - Fire Extinguisher Repairer	14.64
23311 - Fuel Distribution System Mechanic	21.32
23312 - Fuel Distribution System Operator	17.01
23370 - General Maintenance Worker	15.17
23380 - Ground Support Equipment Mechanic	21.79
23381 - Ground Support Equipment Servicer	18.65
23382 - Ground Support Equipment Worker	19.69
23391 - Gunsmith I	14.64
23392 - Gunsmith II	16.48
23393 - Gunsmith III	18.35
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.37
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.34
23430 - Heavy Equipment Mechanic	19.74
23440 - Heavy Equipment Operator	17.39
23460 - Instrument Mechanic	18.35
23465 - Laboratory/Shelter Mechanic	17.38
23470 - Laborer	9.75
23510 - Locksmith	15.98
23530 - Machinery Maintenance Mechanic	18.98
23550 - Machinist, Maintenance	17.29
23580 - Maintenance Trades Helper	12.60
23591 - Metrology Technician I	18.35
23592 - Metrology Technician II	19.32
23593 - Metrology Technician III	20.22
23640 - Millwright	18.35
23710 - Office Appliance Repairer	18.93
23760 - Painter, Maintenance	15.98
23790 - Pipefitter, Maintenance	19.01
23810 - Plumber, Maintenance	18.51
23820 - Pneudraulic Systems Mechanic	18.35
23850 - Rigger	18.35

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23870 - Scale Mechanic	16.48	
23890 - Sheet-Metal Worker, Maintenance	16.79	
23910 - Small Engine Mechanic	15.17	
23931 - Telecommunications Mechanic I	18.67	
23932 - Telecommunications Mechanic II	22.51	
23950 - Telephone Lineman	18.67	
23960 - Welder, Combination, Maintenance	16.79	
23965 - Well Driller	18.59	
23970 - Woodcraft Worker	18.35	
23980 - Woodworker	13.75	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.47	
24580 - Child Care Center Clerk	10.74	
24610 - Chore Aide	10.96	
24620 - Family Readiness And Support Services Coordinator	12.68	
24630 - Homemaker	13.26	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.35	
25040 - Sewage Plant Operator	20.41	
25070 - Stationary Engineer	22.35	
25190 - Ventilation Equipment Tender	15.64	
25210 - Water Treatment Plant Operator	20.41	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	15.97	
27007 - Baggage Inspector	9.49	
27008 - Corrections Officer	19.12	
27010 - Court Security Officer	20.68	
27030 - Detection Dog Handler	12.53	
27040 - Detention Officer	19.12	
27070 - Firefighter	20.11	
27101 - Guard I	9.49	
27102 - Guard II	12.53	
27131 - Police Officer I	24.73	
27132 - Police Officer II	27.48	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	8.95	
28042 - Carnival Equipment Repairer	9.61	
28043 - Carnival Equipment Worker	7.77	
28210 - Gate Attendant/Gate Tender	12.73	
28310 - Lifeguard	11.34	
28350 - Park Attendant (Aide)	14.24	
28510 - Recreation Aide/Health Facility Attendant	11.10	
28515 - Recreation Specialist	11.94	
28630 - Sports Official	11.34	
28690 - Swimming Pool Operator	15.81	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	16.78	
29020 - Hatch Tender	16.78	
29030 - Line Handler	16.78	
29041 - Stevedore I	13.96	
29042 - Stevedore II	17.85	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79	
30021 - Archeological Technician I	15.21	
30022 - Archeological Technician II	17.00	
30023 - Archeological Technician III	21.82	
30030 - Cartographic Technician	22.78	

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30040 - Civil Engineering Technician	20.89	
30061 - Drafter/CAD Operator I	15.86	
30062 - Drafter/CAD Operator II	18.49	
30063 - Drafter/CAD Operator III	20.50	
30064 - Drafter/CAD Operator IV	25.22	
30081 - Engineering Technician I	14.98	
30082 - Engineering Technician II	16.21	
30083 - Engineering Technician III	18.81	
30084 - Engineering Technician IV	21.77	
30085 - Engineering Technician V	26.63	
30086 - Engineering Technician VI	32.22	
30090 - Environmental Technician	19.82	
30210 - Laboratory Technician	15.18	
30240 - Mathematical Technician	22.72	
30361 - Paralegal/Legal Assistant I	20.34	
30362 - Paralegal/Legal Assistant II	24.23	
30363 - Paralegal/Legal Assistant III	25.94	
30364 - Paralegal/Legal Assistant IV	31.38	
30390 - Photo-Optics Technician	22.75	
30461 - Technical Writer I	21.90	
30462 - Technical Writer II	26.77	
30463 - Technical Writer III	30.89	
30491 - Unexploded Ordnance (UXO) Technician I		21.58
30492 - Unexploded Ordnance (UXO) Technician II		26.11
30493 - Unexploded Ordnance (UXO) Technician III		31.30
30494 - Unexploded (UXO) Safety Escort	21.58	
30495 - Unexploded (UXO) Sweep Personnel	21.58	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	19.59	
30621 - Weather Observer, Senior (2)	21.78	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	10.81	
31030 - Bus Driver	14.29	
31043 - Driver Courier	12.59	
31260 - Parking and Lot Attendant	12.00	
31290 - Shuttle Bus Driver	13.46	
31310 - Taxi Driver	11.40	
31361 - Truckdriver, Light	13.46	
31362 - Truckdriver, Medium	16.22	
31363 - Truckdriver, Heavy	17.76	
31364 - Truckdriver, Tractor-Trailer	17.76	
99000 - Miscellaneous Occupations		
99030 - Cashier	9.35	
99050 - Desk Clerk	8.61	
99095 - Embalmer	20.93	
99251 - Laboratory Animal Caretaker I		10.25
99252 - Laboratory Animal Caretaker II		10.96
99310 - Mortician	20.93	
99410 - Pest Controller	12.49	
99510 - Photofinishing Worker	11.34	
99710 - Recycling Laborer	11.47	
99711 - Recycling Specialist	13.38	
99730 - Refuse Collector	10.53	
99810 - Sales Clerk	12.33	
99820 - School Crossing Guard	7.89	
99830 - Survey Party Chief	22.10	
99831 - Surveying Aide	12.50	
99832 - Surveying Technician	15.51	
99840 - Vending Machine Attendant	10.84	
99841 - Vending Machine Repairer	12.97	

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99842 - Vending Machine Repairer Helper

10.84

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

THE OFFICE OF THE PIMA COUNTY CONTRACT ADMINISTRATOR

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that

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determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

3 52.213-02 INVOICES

APRIL 1984

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state

- (a) the starting and ending dates of the subscription delivery, and
- (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

4 52.213-04 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS FEBRUARY 2008  
(OTHER THAN COMMERCIAL ITEMS)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-03, Convict Labor (JUNE 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (vii) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.232-01, Payments (APR 1984).
- (ii) 52.232-08, Discounts for Prompt Payment (FEB 2002).
- (iii) 52.232-11, Extras (APR 1984).
- (iv) 52.232-25, Prompt Payment (OCT 2003).
- (v) 52.233-01, Disputes (JULY 2002).
- (vi) 52.244-06, Subcontracts for Commercial Items (MAR 2007).
- (vii) 52.253-01, Computer Generated Forms (JAN 1991).

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(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-02, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

-----www.arnet.gov-----  
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[Insert one or more Internet addresses]

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

This is an Official Contract of the Pima County Government. All contract execution and filing must be done in Pima County.

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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[Insert one or more Internet addresses]

Clause	Title	Date
52.216-11	Cost Contract--No Fee	April 1984
52.216-24	Limitation of Government Liability	April 1984
52.242-01	Notice of Intent to Disallow Costs	April 1984

I.2 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

-----www.arnet.gov-----  
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[Insert one or more Internet addresses]

I.3 52.216-07 ALLOWABLE COST AND PAYMENT

DECEMBER 2002

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the \_\_\_\_\_ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment

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request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

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(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be--

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

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(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.4 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_30 days \_\_\_.

(End of clause)

I.5 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days \_\_\_ provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_\_45 days \_\_\_ before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_60 months \_\_\_.

(End of clause)

I.5 52.222-41 SERVICE CONTRACT ACT OF 1965 NOVEMBER 2007

(a) Definitions. As used in this clause-

"Act" means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

This is a final copy of the Pima County contract. Do not file with Pima County.

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(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

This salary schedule is subject to change without notice. This contract is subject to the terms and conditions of the contract.

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(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

This is an Official Copy of the Pima County Contract. All contracts submitted and awarded by Pima County.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

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(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(e) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

This is a copy of the original contract between the Pima County and the contractor. It is not a legal document. For more information, please contact the Pima County Office of Contract Administration at (520) 724-3333.

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I.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APRIL 1984

Funds are not presently available for performance under this contract beyond 09/30/2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.8 52.233-03 PROTEST AFTER AWARD AUGUST 1996

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. 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. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, ~~clause of this contract.~~

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

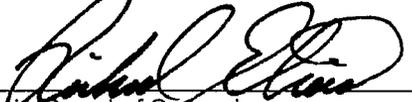
(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

This is an unclassified copy of the contract entered into between the Pima County and the Contractor.

ATTACHMENT  
(BLM Requisition/Reference No. R-0809592)

PIMA COUNTY

  
\_\_\_\_\_  
Chair, Board of Supervisors

Date: DEC 15 2009

ATTEST

  
\_\_\_\_\_  
Clerk of Board

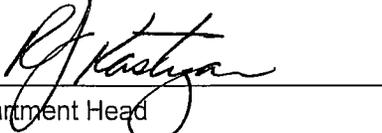
Date: DEC 15 2009

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney

Date: 11/24/09

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Department Head

11/25/09  
\_\_\_\_\_  
Date

This is an Official Copy of the Pima County contract executed and on file with Pima County.

RESOLUTION NO. 2009-322

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE PIMA COUNTY SHERIFF'S DEPARTMENT  
AND THE  
BUREAU OF LAND MANAGEMENT**

WHEREAS, Pima County Board of Supervisors desires to enter into an agreement between the **Pima County Sheriff Department** and the **BUREAU OF LAND MANAGEMENT**, to increase coordination between Pima County Sheriff's Department and Bureau of Land Management Law Enforcement personnel through special patrols, and

WHEREAS, the **Pima County Sheriff's Department** is to receive the award in the amount of \$10,000.00, and

WHEREAS, said agreement is in the best interests of Pima County.

NOW, THEREFORE, it is resolved that the attached agreement is approved by the Board of Supervisors.

IT IS FURTHER RESOLVED that the Sheriff of Pima County or his designee is empowered to sign any and all documents to effectuate the attached agreement.

DATED this 15 day of December 2009.

PIMA COUNTY BOARD OF SUPERVISORS

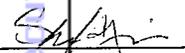
  
Chair of the Board

DEC 15 2009

ATTEST

  
Clerk of the Board

APPROVED AS TO FORM

  
Deputy County Attorney

This is an Official Copy of the Pima County contract executed and on file with Pima County