

RESOLUTION NO. 2237

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING MODIFICATION #3 TO AN AGREEMENT BETWEEN THE TOWN OF PAYSON AND THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, FOR PROVISION OF LAW ENFORCEMENT SERVICES ON THE TONTO APACHE INDIAN RESERVATION, AND AUTHORIZING THE MAYOR TO EXECUTE SUCH MODIFICATION #3 TO SUCH AGREEMENT.

WHEREAS, the Town of Payson has previously entered into an Agreement for Law Enforcement Services the United States Department of the Interior, Bureau of Indian Affairs ("BIA"); and

WHEREAS, the BIA wishes to extend such agreement until September 30, 2007; and

WHEREAS, for such purpose Modification #3 to the original agreement has been prepared,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That Modification #3 to the Agreement for Law Enforcement Services Between the Town of Payson and the United States Department of the Interior, Bureau of Indian Affairs, attached hereto as Exhibit "A" and incorporated herein as though set forth in full at this point, be and is hereby approved in substantially the form as set forth in said Exhibit "A".

Section 2. That F. Robert Edwards, Mayor of the Town of Payson, be and is hereby authorized to execute said Modification #3 in substantially the form attached.

Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes of such Agreement and Modification #3 thereto.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this \_\_\_\_ day of \_\_\_\_\_, 2006, by the following vote:

AYES \_\_\_\_ NOES \_\_\_\_ ABSTENTIONS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
F. Robert Edwards, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Silvia Smith, Town Clerk

\_\_\_\_\_  
Samuel I. Streichman, Town Attorney

DEC 14 2006 G-7\*

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

Page

1 of 3

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

0003

09/29/2006

6HOL390001

6. ISSUED BY

CODE 00011

7. ADMINISTERED BY (If other than Item 6)

CODE

BIA - Western Regional Office  
OCFO, Acquisition - MS210,400 N. 5th St. - 12th Floor,  
Phoenix, AZ 85001-0010

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

Donna Meinerts 928-474-5177

Town of Payson Arizona Police

303 North Beeline Highway

Payson, AZ 85541

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. INTRAGOV AGREEMENT / SMH00060063

(X) 10B. DATED (SEE ITEM 13) 01/25/2006

CODE \* FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-01 Alt 1 - Fixed Price Services Change Clauses

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of Modification #3 is to extend period of performance for 12 months at another \$75,000 per year.

Original \$75,000 FY 2006 Exp. 09/30/2006  
Mod #1 Administrative - Change payment office to Phoenix, AZ  
Mod #2 Administrative - Correct Funding Citation  
Mod #3 \$75,000 FY 2007 Exp. 09/30/2007

Total \$150,000

\* All other terms and conditions remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gerald Knox, 1420-4229-0407

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. United States of America

16C. DATE SIGNED

(Signature of person authorized to sign)

BY Gerald Knox  
(Signature of Contracting Officer)

09/29/2006

<b>Line Item Summary</b>	<b>Document Number</b> SMH00060063/0003	<b>Title</b> Town of Payson - OLES / FY06	<b>Page</b> 2 of 3
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**Total Funding:** \$150,000.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>See Line Item(s)</b>											
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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0001	Law Enforcement Services for Tonto-Apache Indian Tribe	(10/01/2005 to 09/30/2007)	1.00	YR	\$0.00	\$75,000.00
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Change in Extended Description, Performance Period, Quantity, Funding

Statement of Work attached and agreement attached for reference: This purchase order obligates the funding in support of the agreement for the Fiscal Year (period of performance above).

INVOICES ARE TO BE SENT DIRECTLY TO \*\*\*\*\*

Bureau of Indian Affairs  
 Atten: Payments / Brenda  
 400 North 5th St. - MS 240  
 Phoenix, AZ 85004

Invoices will be reviewed and accepted by Chief (Acting) Leonard Vasquez or Eva Sullivan MONTHLY or QUARTERLY.

PROPOSED CHANGES \*\*\*\*\*

All proposed changes from either party are to be presented in writing, a minimum thirty (30) days prior to effective date.

Funding Information:

2007 - 2008 - - KLH023 - - 252Z - - J3010 - - - - -

75,000.00

**Previous Total:** \$75,000.00  
**Modification Total:** \$75,000.00  
**Grand Total:** \$150,000.00  
 (Includes Discounts)

	<b>Document No.</b> SMH00060063/0003	<b>Document Title</b> Town of Payson - OLES / FY06	Page 3 of 3
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**Modification #3 - Effective 09/29/2006**

**SECTION I -- CONTRACT CLAUSES**

I.1      52.243-01      **CHANGES--FIXED PRICE**      **AUGUST 1987**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.2      52.243-01 ALT I      **CHANGES--FIXED PRICE (AUG 1987) - ALTERNATE I**      **APRIL 1984**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.3      52.232-18      **AVAILABILITY OF FUNDS**      **APRIL 1984**

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.