

PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA. THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, OCTOBER 26, 2010 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Introduction of Elaine Bohlmeyer, a candidate for the Arizona Senate in Legislative District 5.

B Recognition of 4 employees for September's "Spotlight on Employees" Program.
(Juley Bocardo-Homan)

C Presentation of information pertaining to recent activities of Gila Community College.
(Stephen Cullen)

3 **PUBLIC HEARINGS:**

A **Public Hearing** - Information/Discussion/Action to approve Order No. LL 10-05, an application submitted by Michael D. Brown for a person to person transfer of a Series 6 bar license with an interim permit to operate for Kohl's Ranch located in Payson.
(Marian Sheppard)

B **Public Hearing** - Information/Discussion/Action to approve Order No. LL 10-06, an application submitted by Rick L. Heppler for a person to person transfer of a Series 6 bar license with an interim permit to operate for Jake's Corner Bar located in Payson.
(Marian Sheppard)

C **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors.)**
Public Hearing - Information/Discussion/Action to approve and request the Chairman's signature on the revised Gila County Floodplain Management Ordinance.
(Steve Stratton/Darde deRoulhac)

4 **REGULAR AGENDA ITEMS:**

A Information/Discussion/Action to approve a variance from Section 5.2.C of the Gila County Floodplain Management Ordinance for Dr. Tom Kalos to construct a garage with the lowest floor elevation below the regulatory flood elevation, protecting the structural integrity of the building by using wet-flood-proofing techniques noted in Section 5.2.C.4(a through c) of the Ordinance and flood-resistant materials below the regulatory flood elevation, on Parcel Number 303-06-068A, located in Bear Flat, in the Tonto Creek floodplain. The Building is not to be converted to habitable uses. **(Steve Stratton/Darde deRoulhac)**

(Motion to adjourn as the Gila County Flood Control District Board of Directors and convene as the Gila County Library District Board of Directors)

- B Information/Discussion/Action to approve Library Services Agreements between the Gila County Library District and the following libraries to cooperate in the provision of library services to the citizens of the District for the period July 1, 2010, through June 30, 2011: Hayden Public Library - match up to \$52,100.00; Isabelle Hunt Memorial Library - fund \$104,750.00; Miami Memorial Library - match up to \$43,600.00; Payson Public Library - match up to \$229,230.00; Tonto Basin Public Library - fund \$60,950.00; and Young Public Library - fund \$57,670.00. **(Don McDaniel)**
(Motion to adjourn as the Gila County Library District Board of Directors and convene as the Gila County Board of Supervisors)
- C Information/Discussion/Action to adopt Proclamation No. 10-11 to proclaim October 30, 2010, as "Weatherization Day" in Gila County. **(Malissa Buzan)**
- D Information/Discussion/Action to approve Ames Construction, Inc. Standard Subcontract Agreement for Labor & Materials (Ames Job #090307-38S) between Ames Construction, Inc. and the Gila County Sheriff's Office in the amount of \$29,625, for the provision of flagging services. **(Claudia DalMolin)**
- E Information/Discussion/Action to accept Resolution No. 10-02 from the Cobre Valley Sanitary District and Resolution No. 10-41 from the Pinal Sanitary District and set a public hearing for discussion of the merger between the two districts into the new Tri-City Regional Sanitary District, on November 30, 2010, at 10:00 am in the Board of Supervisors Hearing Room. **(Linda Eastlick)**
- F Information/Discussion/Action to approve Qualified Vendor Agreement No. 05785 between Arizona Department of Economic Security, Division of Developmental Disabilities and the Gila County Division of Health and Community Services dba Gila Employment and Special Training to provide Day Treatment & Training - Adult, Day Treatment & Training - Children Summer Program, Habitation - Support - Hourly, Habitation - Individually Designed Living Arrangement, Attendant Care, Respite, Transportation, Employment Support Aide, Group Supported Employment, Individual Supported Employment and Transportation - Employment Related effective date of this agreement is either the date that this award is signed by the State of Arizona Procurement Officer or January 1, 2011, whichever is later. **(David Caddell)**
- G Information/Discussion/Action to approve Caterpillar Financial Services Equipment Lease-Purchase Agreement for Recycle & Landfill Wheel Loader 928HZ Serial No. CXK00693. **(Steve Stratton)**
- H Information/Discussion/Action for Board of Supervisors' direction on how to utilize unspent Obligation Bond monies. **(Steve Stratton)**
- I Information/Discussion/Action to approve an Intergovernmental Agreement, Contract #OER-11-IGA-GS-30, between Gila County and the Governor's Office of Economic Recovery for the period of July 1, 2010, to September 30, 2011, for distribution of a one-time award of State Fiscal Stabilization Funds in the amount of \$230,769 to be used to fund salary and fringe benefit costs for staff in the new 40-bed women's detention facility at the Gila County Sheriff's Office. **(Don McDaniel)**

J Information/Discussion/Action to accept the Boards, Commissions and Committees (BC&C) Report subject to the following conditions: 1) that future Work Sessions will be held to further review specific BC&Cs, 2) that the BC&C Report be completed, 3) that a BC&C coordinator be named by the County Manager, 4) that the coordinator name a staff liaison to each BC&C, 5) that each BC&C be informed and trained as to Arizona Open Meeting Laws as amended, 6) that the Report be maintained as up to date, and 7) that each BC&C report to the Board on a regular basis. **(Don McDaniel)**

5 **CONSENT AGENDA ACTION ITEMS:**

- A Authorization for the Chairman to sign Amendment #9 to Contract #E5345511, Extended Supported Employment, between the Arizona Department of Economic Security, Rehabilitation Services Administration, and the Gila County Division of Health and Community Services dba Gila Employment and Special Training to provide Extended Supported Employment services to Vocational Rehabilitation clients from January 1, 2011, to April 30, 2011.
- B Approval to submit a letter from the Gila County Health and Community Services REPAC Program to William G. Lewis Trust providing written notification to terminate the lease agreement effective January 31, 2011.
- C Approval of the Gila County members on the Gila/Pinal Workforce Investment Board to be submitted for recertification to the Governor's Council on Workforce Policy.
- D Approval of Contract #10100 between Gila County and Central Arizona Association of Governments in the amount of \$1,140,809 to provide Workforce Investment Act services to eligible Youth and Adults in the Gila/Pinal Workforce Investment Area for the period of April 1, 2010, through June 30, 2011.
- E Authorization for the Chairman to sign Amendment #1 to Arizona Department of Health Services Contract #HG050277, WIC Services, Breastfeeding Peer Counseling, and Farmers Market Nutrition Program Contract; and WIC Breastfeeding Peer Counselor Manager Contract Agreement with Mary McMullen.
- F Approval of an Intergovernmental Agreement between Gila County and the Gila County Community College District to continue to provide a workforce training site for the heavy equipment operations classes for the period of August 31, 2010, through June 30, 2011.
- G Approval of the Cobre Valley Regional Medical Center Foundation's request to waive the fees for the use of the Exhibit Hall at the Fairgrounds for their art and wine auction event to be held on Thursday, November 4, 2010.
- H Approval of Modification No. 2 to Challenge Cost Share Agreement No. 09-CS-11031200-015 between Forest Service, U.S. Department of Agriculture, Tonto National Forest and Gila County to extend the term of the Agreement from October 1, 2010, through September 30, 2011.

- I Authorization of the Chairman's signature on various documents entered into between Gila County and Konica Minolta Business Solutions U.S.A., Inc. (KMBS) for the purchase of a Konica Minolta Bizhub C452 copier that will be used by the Payson Regional Justice of the Peace, as follows: Order Agreement in the amount of \$7,493.61; Standard CPC Maintenance Contract at a cost of \$84.75 per month (\$1,017 annual cost); Gila County Addendum to Order Agreement; and Application and Acknowledgement Form.
- J Approval of the Order to cancel the election and appoint governing board members to the Beaver Valley Domestic Water Improvement District.
- K Approval of eight Intergovernmental Agreements for governing board election services between the Gila County Division of Elections and the following entities: Gila County School Superintendent (on behalf of the Globe, Payson, Pine-Strawberry, and Whiteriver School Districts); Gila Community College; Christopher-Kohl's, Hellsgate, Pine-Strawberry, Tonto Basin and Tri-City Fire Districts; and the Pine-Strawberry Water Improvement District.
- L Approval of the appointments of the following thirty-six precinct committeemen as submitted by the Gila County Republican Committee: Globe 2-Richard Moran; Globe 4-Dennis Melford; Globe 11-Bradley Werrell; Claypool 2-William Ray Stoltz; Gisela-George Demack; Sierra Ancha-Karen Schneider; Christmas-Pat Clark; Payson 1-William W. Shreeve; Payson 2-Susan Everhart and William D. Powers; Payson 3-Diane Baran, Ronald Baran, John Calderwood, Anita Dewitz, Horst Dewitz, Dorothy Gossard, Lolly Hathorn, Al Poskanzer, Colleen Russell and Tommy Russell; Payson 5-Norma Fallers, Betty S. Garretson, Vernon Garretson and Alvin Schmalzer; Payson 6-Steve Ellis and Randi Sanders; Payson 7-Vickie Cool, June Dudley, Gregory Friestad and Sharyn C. Friestad; Payson 8-Patricia Steely, Margaret L. Vaughn and Janet Williams; and Star Valley-Kristan Dillon, Jann R. Durst and Lynn E. Durst.
- M Approval of the August 2010 monthly departmental activity report submitted by Payson Regional Justice Court.
- N Approval of the September 2010 monthly departmental activity report submitted by the Payson Regional Constable.
- O Approval of the September 2010 monthly departmental activity report submitted by the Globe Regional Justice of the Peace.
- P Approval of personnel reports/actions for the weeks of October 12, 2010, October 19, 2010, and October 26, 2010.
- Q Approval of finance reports/demands/transfers for the weeks of October 12, 2010, October 19, 2010, and October 26, 2010.
- 6 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

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

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)(3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

Regular BOS Meeting

Date: 10/26/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Elaine Bohlmeier

Information

Request/Subject

Introduction of Elaine Bohlmeier, a candidate for the Arizona Senate in Legislative District 5.

Background Information

Ms. Bohlmeier submitted a request to introduce herself to the Gila County Board of Supervisors as she is a candidate for the Arizona Senate in Legislative District 5.

Evaluation

It would benefit the Board of Supervisors to meet Ms. Bohlmeier.

Conclusion

It would benefit the Board of Supervisors to meet Ms. Bohlmeier.

Recommendation

It is recommended that the Board of Supervisors allow Ms. Bohlmeier an opportunity to address the Board during a regular Board meeting.

Suggested Motion

Introduction of Elaine Bohlmeier, a candidate for the Arizona Senate in Legislative District 5.

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Juley Bocardo-Homan, Deputy Personnel Director

Submitted By: Erica Raymond, Deputy County Manager

Department: Deputy County Manager Division: Personnel

Presenter's Name: Juley Bocardo-Homan

Information

Request/Subject

Monthly recognition of county employees

Background Information

Purpose is to provide recognition for the following qualities: team work, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Recognition of 4 employees for September's "Spotlight on Employees" Program.

(Juley Bocardo-Homan)

Regular BOS Meeting

Date: 10/26/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Steve Cullen

Information

Request/Subject

Presentation of information on Gila County Community College.

Background Information

The Gila County Provisional Community College District provides college classes at locations in Globe, San Carlos and Payson. Dr. Stephen Cullen, Senior Dean of Gila Community College, routinely updates the Board of Supervisors on the activities of the College.

Evaluation

Dr. Cullen is requesting to present the Board of Supervisors with a PowerPoint presentation with regard to recent activities of the College.

Conclusion

It would be beneficial for the Board of Supervisors and the citizens of this County to receive this update on College activities from Dr. Cullen and other members of his staff.

Recommendation

It is recommended that Dr. Cullen and his staff be provided an opportunity to present information on the Gila County Provisional Community College District.

Suggested Motion

Presentation of information pertaining to recent activities of Gila Community College. **(Stephen Cullen)**

Regular BOS Meeting

Date: 10/26/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

Gila County Order No. LL 10-05, a Liquor License Application submitted by Michael D. Brown for Kohl's Ranch.

Background Information

Michael D. Brown has submitted an application to the State Department of Liquor Licenses and Control (Department) for a person to person transfer of a Series 6 bar license with an interim permit to operate for Kohl's Ranch located in Payson. The current license owner is Edward Steve Zielinski. Part of the statutory process is once the Department accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the Department to either approve, deny or issue a "no recommendation" decision.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing or owning or leasing property within a one-mile radius of the establishment regarding this application. To date, the Clerk of the Board's Department has not received any objections to this application.

Evaluation

This application has been forwarded to the Gila County Clerk of the Board of Supervisors' Department for submission to the Board. An internal review has been conducted by both the Gila County Planning and Zoning Department and the Health Department. Both departments have submitted paperwork stating there are no issues related to this application with regard to their departmental policies/procedures.

Conclusion

All of Gila County's requirements have been met with regard to this application; no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to this application before the Board takes an action to issue a recommendation to the Department.

Recommendation

The Chief Deputy Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the Department.

Suggested Motion

Public Hearing - Information/Discussion/Action to approve Order No. LL 10-05, an application submitted by Michael D. Brown for a person to person transfer of a Series 6 bar license with an interim permit to operate for Kohl's Ranch located in Payson.

(Marian Sheppard)

Attachments

Link: [Kohl's Ranch Liquor License Application](#)

LIQUOR LICENSE APPLICATION CHECKLIST

DATE REC'D. AT BOS OFFICE: September 13, 2010

NAME OF ESTABLISHMENT: Kohl's Ranch

COUNTY NUMBER: LL 10-05

DATE	
9/13/10	County number assigned in database
9/13/10	County number written on top right hand corner of application & questionnaire
9/13/10	Letters sent to: 1. Sheriff's office w/copy of Application/Questionnaire/Notice/Affidavit of Posting 2. Planning & Zoning w/copy of Application/Questionnaire 3. Health Dept. re: health operating permits (info. only)
10-11-10 9-15-10 9-23-10	Letters received from: 1. Sheriff's Office - Board packet page nos. <u> </u> - <u> </u> 2. Planning & Zoning - Board packet page no. <u> </u> 3. Health Department - Board packet page no. <u> </u>
10-12-10	Set as BOS agenda item w/required backup material
10-12-10	Applicant informed of BOS meeting date and time
	Applicant sent written notification of Board's decision
	State Dept. of Liquor Licenses & Control sent written notification of Board's decision w/copy of Application/Questionnaire and original Affidavit of Posting Notice
	File all material in Liquor License File

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov



Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcDaniel@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

John F. Nelson,
**Deputy County Manager/
Clerk of the Board of Supervisors**
(928) 402-8754
jnelson@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

DATE: September 13, 2010
TO: Gila County Sheriff's Office
FROM: Marian Sheppard, Chief Deputy Clerk of the Board^{xx}
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on September 1, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date.** I've attached a copy of the Application for Liquor License, Notice, and Affidavit of Posting pertaining to the following:

Applicant: Michael D. Brown
No./Type: #6 - Bar License - Person Transfer
Business Name: Kohl's Ranch
Location: 202 S. Kohls Ranch Lodge Road, Payson, AZ 85541
Current License Owner: Edward Zielinski
Location of License: saa

Please post the Notice and Application for Liquor License **INSIDE THE ESTABLISHMENT FACING OUT TOWARD THE PUBLIC** for a period of 20 days. If access to the establishment cannot be obtained, the Notice and Application must be posted in a conspicuous place on the front of the premises where the business is proposed to be conducted. It is important to note that every attempt should be made to post the Notice and Application inside the establishment to prevent the paperwork from being blown away or being removed by an unauthorized person. **POST THE APPLICATION DIRECTLY UNDER THE NOTICE.**

Thomas H. Melcher
Chief Deputy



James A. Eskew
Jail Commander

Office of
Sheriff of Gila County
John R. Armer

October 11, 2010
Gila County Sheriff's Office
Page Two

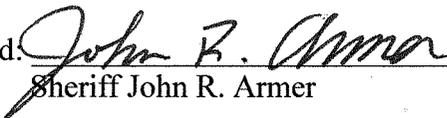
Please direct the deputy to immediately notify Nancy Neumann at the Gila County Sheriff's Office of the posting date. Nancy can be reached at (928) 425-3231 ext. 8579.

After the 20-day period has ended, I would appreciate the Notice being taken down as quickly as possible. (Note: The Notice must be taken down on the 21st day or after, not the 20th day.) Upon removal of the Notice and Application, the deputy should complete the Affidavit of Posting form and all of the paperwork should be immediately sent to Ms. Davis who will record the removal date and then forward to me all paperwork including this letter signed by the Sheriff.

I can be contacted at (928) 425-3231 extension 8757 if you have questions.

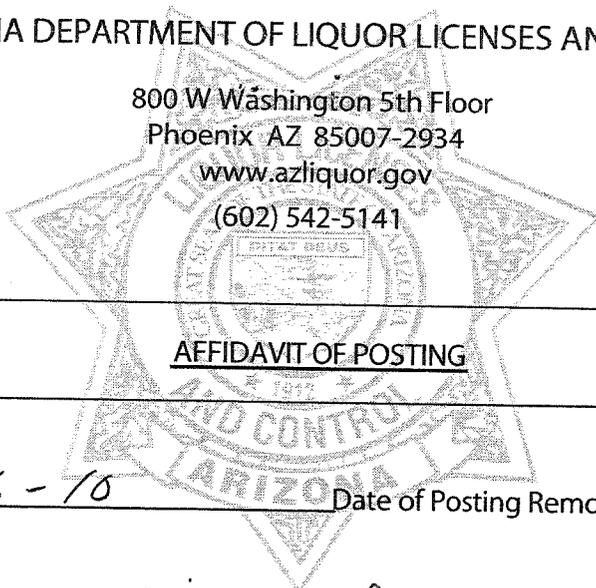
Business Address of Posting: 202 S. Kohl's Ranch Road, Payson, AZ 85541.

THE APPLICATION FOR LIQUOR LICENSE AND NOTICE WERE POSTED AT THE ABOVE ADDRESS FOR A PERIOD OF TWENTY DAYS AS REQUIRED BY LAW.

Signed: 
Sheriff John R. Armer

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141



AFFIDAVIT OF POSTING

Date of Posting: 09-16-10 Date of Posting Removal: 10-07-10

Applicant Name: Brown, Michael J.
Last First Middle

Business Address: 202 S. Kohl's Ranch Road, Payson 85541
Street City Zip

License #: 06040047

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

SERGEANT DOREEN Spychala CIVIL SERGEANT 928-595-0750
Print Name of City/County Official Title Telephone #

Sergeant Doreen Spychala 3200 09-16-10
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
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Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: September 13, 2010
TO: Gila County Community Development Department
FROM: Marian Sheppard, Chief Deputy Clerk of the Board³
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on September 1, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**. Attached is a copy of the application and questionnaire(s) pertaining to the following:

Applicant: Michael D. Brown
No./Type: #6 - Bar License - Person Transfer
Business Name: Kohl's Ranch
Location: 202 S. Kohls Ranch Lodge Road, Payson, AZ 85541
Current License Owner: Edward Zielinski
Location of License: saa

Please indicate (below) whether this application meets zoning requirements and building permit issues/concerns related to this business, return as soon as possible.

THIS ESTABLISHMENT DOES/DOES NOT MEET THE ZONING REQUIREMENTS FOR A LIQUOR LICENSE.

No pending issues

Issues pending, as follows: _____

Signed: 
Bob Gould, Director

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: September 13, 2010
TO: Gila County Health Department
FROM: Marian Sheppard, Chief Deputy Clerk of the Board^{SE}
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on September 1, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date.**

Applicant: Michael D. Brown
No./Type: #6 - Bar License - Person Transfer
Business Name: Kohl's Ranch
Location: 202 S. Kohls Ranch Lodge Road, Payson, AZ 85541
Current License Owner: Edward Zielinski
Location of License: saa

Please indicate (below) if there are permitting issues or concerns within your department that are related to this business and return to me as soon as possible.

No pending issues.

Issues pending, as follows:

Signed: Michael Nelson

9-16-10

10 SEP 1 11:47 AM '05

10-05

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 06040047

1. Type of License: 06 - Bar 2. Total fees attached: \$ 2200

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- Owner/Agent's Name: Mr. Brown Michael Derrick
(Insert one name ONLY to appear on license) Last First Middle
Corp./Partnership/L.L.C.: HK F&B SERVICES, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
Business Name: Kohl's Ranch
(Exactly as it appears on the exterior of premises)
Principal Street Location: 202 S. Kohls Ranch Lodge Road Payson Gila 85541
(Do not use PO Box Number) City County Zip
Business Phone: (520) 478-4211 Daytime Contact: (602) 527-0890
Is the business located within the incorporated limits of the above city or town? YES NO mSheppard
Mailing Address: 10600 W Charleston Boulevard Las Vegas, NV 89135
City State Zip
Enter the amount paid for a bar, beer and wine, or liquor store license \$ ~50,000 (see attached) (Price of License only)

DEPARTMENT USE ONLY
Fees: Application 100 Interim Permit 100 Agent Change Club 240 Finger Prints \$ 2240 TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
Accepted by: AC Date: 9/1/2010 Lic. #: 06040047

SECTION 5 Interim Permit:

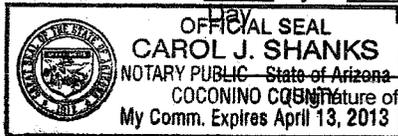
1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06040047
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Edward Steve Zielinski, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X Edward Steve Zielinski
(Signature)
My commission expires on: 4/13/13

State of AZ County of Cocconino
The foregoing instrument was acknowledged before me this 25 day of August, 2010
Month Year



Carol J. Shanks
Signature of NOTARY PUBLIC

10 SEP 1 11:47 AM '10

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

BILL OF SALE

For the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ILX RESORTS INCORPORATED, an Arizona corporation ("Seller"), hereby sells and conveys to HK F&B SERVICES, LLC, a Delaware limited liability company ("Buyer"), its Arizona Alcoholic Beverages License 06040047 (the "License"), free and clear of any and all liens or encumbrances of any nature or description whatsoever;

TO HAVE AND TO HOLD the License, together with, all and singular, the rights and appurtenances thereto belonging to Buyer, its successors and assigns; and Seller, its successors and assigns, covenant and agree to warrant and defend the sale of the License unto Buyer, its successors and assigns, against all persons whomsoever.

DATED this 31 day of August, 2010.

SELLER:

ILX RESORTS INCORPORATED, an Arizona corporation

EW C Toland
By _____
Its _____

10 SEP 2 11:49 AM 1128

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06040047

Issue Date: 9/13/1995

Expiration Date: 6/30/2011

Issued To:

EDWARD STEVE ZIELINSKI, Agent
ILX RESORTS INCORPORATED, Owner

Bar

Mailing Address:

EDWARD STEVE ZIELINSKI
ILX RESORTS INCORPORATED
KOHL'S RANCH
2111 E HIGHLAND ST STE 210
PHOENIX, AZ 85016

Location:

KOHL'S RANCH
202 S KOHLS RANCH LODGE RD
PAYSON, AZ 85541



EXP 6/30/2011

POST THIS LICENSE IN A CONSPICUOUS PLACE

Jerry A. Oliver Sr.
JERRY A. OLIVER, SR.
DIRECTOR

10 SEP 1 1995 PM 1 05

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

10 SEP 1 11:04 AM '05

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
- L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: HK F&B SERVICES, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 05/06/2009 State where Incorporated/Organized: Delaware
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: R-1619389-8 Date authorized to do business in AZ: 08/10/2010
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Klubeck	Howard	Marc	Manager managing member -BJ	10600 W Charleston Blvd., Las Vegas, NV 89135	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Klubeck	Howard	Marc	100%	10600 W Charleston Blvd., Las Vegas, NV 89135	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: 06/Bar License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: Zielinski, Edward Steve Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: ILX Resorts Incorporated
(Exactly as it appears on license)
- 3. Current Business Name: Kohl's Ranch Lodge
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 202 S. Kohls Ranch Lodge Road
City, State, Zip Payson, AZ 85541
- 5. License Type: 06/Bar License Number: 06040047
- 6. Current Mailing Address: Street 2111 E HIGHLAND AVE #200
(Other than business) City, State, Zip PHOENIX, AZ 85016
- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

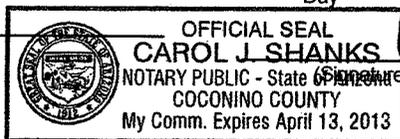
9. I, Edward Steve Zielinski, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Edward Steve Zielinski, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X [Signature]
(Signature of CURRENT LICENSEE)

State of AZ County of Coconino
The foregoing instrument was acknowledged before me this 25 day of August 2010
Day Month Year

My commission expires on: 4/13/13



10 SEP 1 11:41 AM '10

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ~~ONLY~~ Lic. Lic. PM 1 05)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: 06/Bar License Number: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 15840 ft. Name of school Shelby School
Address 23 Standage Drive, Payson, AZ 85541
City, State, Zip
2. Distance to nearest church: 18480 ft. Name of church Tonto Village Church
Address specific address unknown, Payson, AZ 85541
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name Kohl's Ranch Owner's Association
Address 10600 W Charleston Blvd., Las Vegas, NV 89135
City, State, Zip
- 4a. Monthly rental/lease rate \$ net income What is the remaining length of the lease 1 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ n/a or other n/a
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Hotel food & beverage service

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 06040047 (exactly as it appears on license) Name Edward Steve Zielinski

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
Zielinski Edward Steve and license # 06040047
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[Signature]
applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[Initials]
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

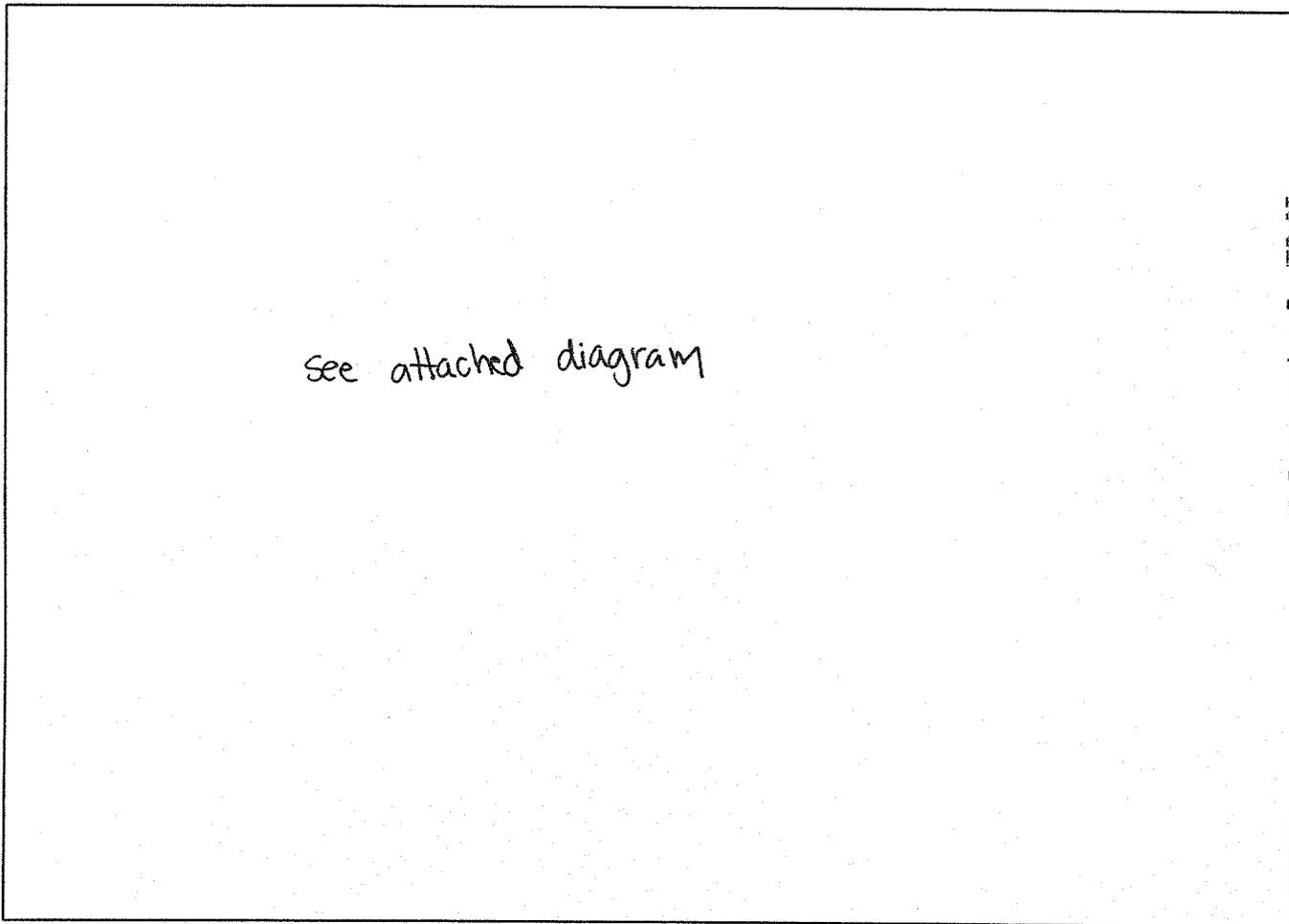
[Initials]
applicants initials

10 SEP 1 11:49 AM '11

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

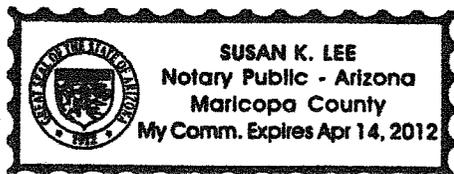
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Michael Derrick Brown, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 24 of August, 2010
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on: 4-14-2012
Day Month Year

10 SEP 1 11:09 AM '05

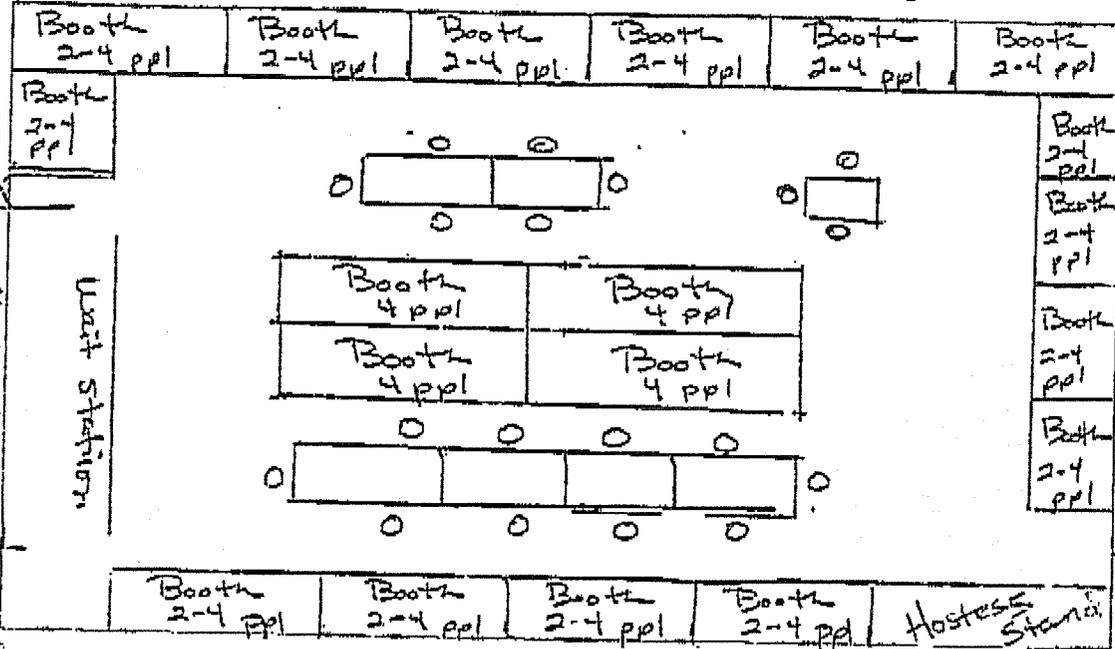
1,599 square feet

KOHL'S RANCH LODGE ZANE GREY STEAKHOUSE NORTH

Parking Lot

Parking Lot

Door to Kitchen



Lobby

Entrance Exit

Door to Patio Area

KOHL'S RANCH LODGE ZANE GREY SALOON NORTH

Wall 1,195.33 square feet

Entrance Exit

Light Storage

Beer Cooler

Door

Door

Kitchen Hallway

Jukebox

Pool table

Dance floor
Fireplace

Bar

Booth 2-4 ppl
Booth 2-4 ppl

Pool

walk way

stage

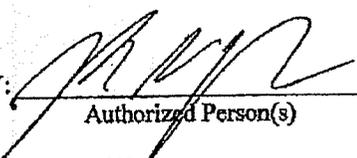
Entrance Exit
Kitchen

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:05 PM 05/06/2009
FILED 03:05 PM 05/06/2009
SRV 090437235 - 4684265 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- **First:** The name of the limited liability company is HK F&B Services, LLC
- **Second:** The address of its registered office in the State of Delaware is _____
160 Greentree Drive, Suite 101 in the City of Dover, DE 19904 County of Kent.
The name of its Registered agent at such address is National Registered Agents, Inc.
- **Third:** (Use this paragraph only if the company is to have a specific effective date of dissolution.) "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of
HK F&B Services, LLC this 6th day of May, 20 09.

BY: 
Authorized Person(s)

NAME: Howard Klubeck
Type or Print

10 SEP 1 11:47 AM '05

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF REGISTRATION

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****HK F&B SERVICES, LLC*****

a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 6th day of August 2010.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 10th Day of August, 2010, A. D.



Executive Director

By: _____

10 SEP 1 11:47 AM '10



AUG 06 2010

FILE NO. R-11193898

APPLICATION FOR REGISTRATION
OF A FOREIGN LIMITED LIABILITY COMPANY
Pursuant to A.R.S. §29-802

1. The company must contain an ending which may be "limited liability company," "limited company," or the abbreviations "LLC," "L.C.," "LLC" or "LC". If you are the holder or assignee of a trade name, attach a copy of the trade name certificate. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the fictitious name. The resolution must be signed by a member or by a manager, whichever is applicable.

2. Provide the name of the state or country under whose laws your company was formed.

3. Provide the date on which your company was formed or organized in the state or country of formation.

4. Provide the general character of business you plan to transact in Arizona.

5. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a street address/location.

The agent must consent to the appointment by signing the consent.

78107-N

1. The name of the foreign limited liability company is:
HK F&B Services, LLC

1. a. If the exact name of the foreign limited liability company is not available for use in this state or does not meet the requirements of A.R.S. § 29-602, then the fictitious name adopted for use by the limited liability company in Arizona is:

(FN)

2. The company is organized under the laws of: DE
(State or Country)

3. The date of the company's formation is: 5/6/2009

4. The purpose of the company or the general character of business it proposes to transact in Arizona is:
Liquor License

5. The name and street address of the statutory agent for the foreign limited liability company in Arizona is:
National Registered Agents, Inc.
638 North Fifth Avenue, Phoenix, AZ 85003

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

I, National Registered Agents, Inc. (print name) having been designated to act as statutory agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Signature [Signature] Jose Castellanos, Asst. Secretary
National Registered Agents, Inc.

If signing on behalf of a company, print company name here

10 SEP 1 11:05 AM '10

6. Check A or B to show which management structure will be applicable to your company. Provide name and address for each person, and check whether they are member, manager, or both.

7. If the state or country of formation does not require an address to be maintained, provide the street address of the statutory agent in the state or country of formation.

The application must be signed by a member or manager, as applicable, or by a duly authorized agent.

Attach a certificate of existence or document of similar import duly authenticated within 60 days of its delivery to the A.C.C. by the official having custody of corporate records in the state or country under whose laws the LLC is formed.

6. **A** Management Structure (check A or B):
Management of the limited liability company is vested in a manager or managers. Give the name and address of each and every manager **AND** of each and every member who owns a twenty percent or greater interest in the capital or profits of the limited liability company, and check off member and/or manager.

Name: Howard Klubeck Name: _____
 member manager member manager
Address: 10600 W. Charleston Blvd Address: _____

City, State, Zip: Las Vegas, NV 89135 City, State, Zip: _____

Name: _____ Name: _____
 member manager member manager
Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

B Management of the limited liability company is reserved to the members.
Give the name and address of each and every member.

Name: _____ Name: _____
Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Name: _____ Name: _____
Address: _____ Address: _____

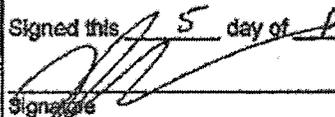
City, State, Zip: _____ City, State, Zip: _____

7. Give the address of the office required to be maintained in the state or country of formation.

c/o National Registered Agents, Inc.

160 Greentree Drive, Suite 101, Dover, DE 19904

Signed this 5 day of August, 2010.

 HOWARD KLUBECK
Signature Print Name (check one) Member Manager Authorized Agent

PHONE: _____ FAX: _____

6. Check A or B to show which management structure will be applicable to your company. Provide name and address for each person, and check whether they are member, manager, or both.

7. If the state or country of formation does not require an address to be maintained, provide the street address of the statutory agent in the state or country of formation.

The application must be signed by a member or manager, as applicable, or by a duly authorized agent.

Attach a certificate of existence or document of similar import duly authenticated within 60 days of its delivery to the A.C.C. by the official having custody of corporate records in the state or country under whose laws the LLC is formed.

6. Management Structure (check A or B):
 A Management of the limited liability company is vested in a manager or managers. Give the name and address of each and every manager **AND** of each and every member who owns a twenty percent or greater interest in the capital or profits of the limited liability company, and check off member and/or manager.

Name: Howard Klubeck Name: _____
 member manager member manager
Address: 10800 W. Charleston Blvd Address: _____

City, State, Zip: Las Vegas, NV 89135 City, State, Zip: _____

Name: _____ Name: _____
 member manager member manager
Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

B Management of the limited liability company is reserved to the members. Give the name and address of each and every member.

Name: _____ Name: _____
Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Name: _____ Name: _____
Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

7. Give the address of the office required to be maintained in the state or country of formation.

c/o National Registered Agents, Inc.
160 Greentree Drive, Suite 101, Dover, DE 19904

Signed this 5 day of August, 2010.

 HOWARD KLUBECK
Signature Print Name (check one) Member Manager Authorized Agent

PHONE: _____ FAX: _____

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

AC 2432
10/10/07

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

00040047
(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: Brown Michael Derrick Date of Birth [Redacted]
Last First Middle (NOT a public record)

3. Social Security Number [Redacted] Drivers License [Redacted] State: Arizona

4. Place of Birth: Harrisburg Pennsylvania U.S.A. Height: 5'10" Weight: 175 Eyes: Brwn Hair: Brown
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-527-0890

6. Name of Current or Most Recent Spouse: Brown Tracey Lisa Fontes Date of Birth [Redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 5/1/2003

8. Telephone number to contact you during business hours for any questions regarding this document. 602-527-0890

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Kohl's Ranch Premises Phone: (520) 318-6800

11. Physical Location of Licensed Premises Address: 202 S Kohl's Ranch Lodge Road, Payson, Gila, 85541
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
04/2007	CURRENT	Regional Director, Operations	Diamond Resorts International (10600 Charleston, Las Vegas, NV) 99135
05/2003	04/2007	Guest Services Director	Resort Suites (7677 E Princess Blvd, Scottsdale, AZ, 85255)

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
04/2010	CURRENT	Rent	2003 W. Morning Vista Ln.	Phoenix	AZ	85085
07/2006	04/2010	Own	2331 W. Blue Sky Drive	Phoenix	AZ	85085
07/2003	07/2006	Rent	3549 E. Angela Drive	Phoenix	AZ	85032

Landlord information for current and previous residences in Arizona rented to Michael Derrick Brown.

2003 W. Morning Vista Ln. Phoenix, AZ 85085

Landlord: William Brown

Phone #: 717-979-6233

Address: 34 Derbyshire Dr. Carlisle, PA 17015

3549 E. Angela Dr. Phoenix, AZ 85032

Landlord: Shannon Van Eck

Phone #: 602-790-7213

Address: 5412 E. Rowell Rd. Phoenix, AZ 85083

10 SEP 1 11:44 PM '06

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
 If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
 If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
 Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Michael Derrick Brown, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

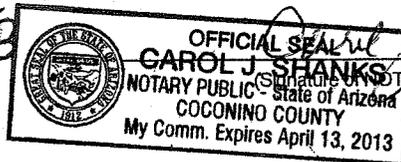
[Signature]
(Signature of Applicant)

State of Arizona County of Cocconino

The foregoing instrument was acknowledged before me this 27 day of August, 2010
Month Year

My commission expires on:

13/4/2013
Day Month Year



COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

10 SEP 1 11:05 AM '10

10 SEP 1 11:05 AM '06



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 06040047

Ownership Name: HK F & B Services, LLC (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Michael Derrick Brown DATE 8/24/2010

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL

TYPE OF LICENSE 06- Bar

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: passport

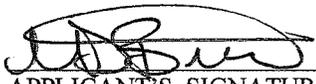
A. Are you a citizen or national of the United States? (check one) [X] Yes [] No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country. City Harrisburg State (or equivalent) Pennsylvania Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.



APPLICANT'S SIGNATURE

8-24-2010

TODAY'S DATE

10 SEP 1 11:47:14 PM '06

FP Pending

AC 103433

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

06040047

(If the location is currently licensed)

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

1. Check appropriate box -> [X] Controlling Person (Complete Questions 1-19) [] Agent [] Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Klubeck, Howard Marc Date of Birth: [Redacted] (NOT a Public Record)

3. Social Security Number: [Redacted] Drivers License: [Redacted] State: Oklahoma (NOT a public record)

4. Place of Birth: Chicago, IL, USA Height: 6" 0" Weight: 185 Eyes: brwn Hair: brown

5. Marital Status: [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone: 702.420.0788

6. Name of Current or Most Recent Spouse: Klubeck, Christine Ann Date of Marriage: [Redacted] (NOT a public record)

7. You are a bona fide resident of what state? Oklahoma If Arizona, date of residency: n/a

8. Telephone number to contact you during business hours for any questions regarding this document. 702.420.0788

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Kohl's Ranch Premises Phone: (602) 527-0890

11. Physical Location of Licensed Premises Address: 202 S. Kohls Ranch Lodge Road, Payson, Gila, AZ 85541

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS. Includes entries for Diamond Resorts, Texas Hospitality Company, and Othellos Restaurant.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Includes entry for 609 Shadow Grove Court, Norman, OK 73072.

If you checked the Manager box on the front of this form skip to # 15

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

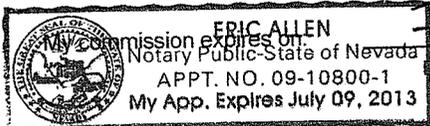
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Howard Marc Klubeck, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [Signature]
(Signature of Applicant)

State of NV County of Clark

The foregoing instrument was acknowledged before me this
27 day of August, 2010
Month Year

 My commission expires on: 7/9/13
Day Month Year

[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

(Signature of NOTARY PUBLIC)

Print Name _____
My commission expires on: _____
Day Month Year

Arizona Department of Liquor Licenses and Control

Applicant: HK F & B Services, LLC
Location: Payson, Kohl's Ranch Lodge
Bar

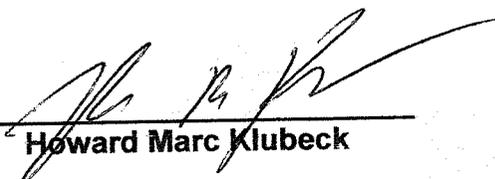
QUESTIONNAIRE FOR HOWARD MARC KLUBECK, liquor license

Question 19, (Other Liquor License Ownership)

HK F & B Services, LLC operates food and beverage operations at the Lake Tahoe Vacation Resort, and holds a California liquor license (# 478885), issued on July 13, 2009 by the California Department of Alcoholic Beverage Control.

HK F & B Services, LLC does business as the Bear Moon Bar & Grill and is located at the Lake Tahoe Vacation Resort, 901 Ski Run Blvd., South Lake Tahoe, CA 96150. The telephone number is (530) 541-6122.

Signature: _____


Howard Marc Klubeck

Date: _____

8.27.10

10 SEP 1 11:41 AM '06

10 SEP 1 11:47 AM '06

802-559
AC 10/24/08

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

06040047

(If the location is currently licensed)

1. Check appropriate box -> Controlling Person (Complete Questions 1-19) Agent Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Moffett Lauree Mae Date of Birth [Redacted] (NOT a Public Record)

3. Social Security Number [Redacted] Drivers License [Redacted] State: AZ (NOT a public record)

4. Place of Birth: Phoenix AZ USA Height: 5'4" Weight: 135 Eyes: Hzl Hair: Blonde

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 928-478-4211

6. Name of Current or Most Recent Spouse: Moffett Barry Dee Date of [Redacted] (List all for last 5 years - Use additional sheet if necessary) (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 11/2007

8. Telephone number to contact you during business hours for any questions regarding this document. 928-478-4211

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Kohl's Ranch Premises Phone: 928-478-4211

11. Physical Location of Licensed Premises Address: 202 S. Kohl's Ranch Lodge Road Payson, AZ Gila 85541

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
8/2008	CURRENT	General Manager	Kohl's Ranch 202 S. Kohl's Ranch Lodge Rd, Payson, AZ 85541
6/2008	8/2008	HR Manager	TLC Supported Living Svcs. 2500 E. Cooley #401, Show Low, AZ 85901
1/2008	6/2008	Const. Proj. Manager Asst.	Jackson Dean Construction, AZ Proj., 3414 S. 116th St. Seattle, WA 98148

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION See attached

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
8/2008	CURRENT	Rent	184 Short Road	Payson	AZ	85541
6/2008	8/2008	Rent	1123 Lone Pine Dam Road	Show Low	AZ	85901
11/2007	5/2008	Rent	42289 N. Rattlesnake Rd.	Queen Creek	AZ	85240
6/2003	11/2007	Own	11827 CR 20	Goshen	IN	46528

Arizona Department of Liquor Licenses & Control

Questionnaire

Lauree Moffett

Rental Landlord Information

184 Short Road
Payson, AZ 85541

Landlord –

Kohl's Ranch Lodge contact Edd Zielinski at Los Abrigados Resort & Spa
(928) 282-1777.

**Current residence is included in compensation.

1123 Lone Pine Dam Road
Show Low, AZ 85901

Landlord –

Mike & Teresa Keelc (928) 537-3123 (Own and Operate Roto Rooter in Show Low, AZ

42289 N. Rattlesnake Rd.
Queen Creek, AZ 85240

Landlord – Dale Whitlow (480) 390-7835, Lives right next door to rental.

10 SEP 1 11:41 PM '05

Attachment to Question 12 for Lauree Mae Moffett

From	To	Position	Employer's Name
1/2003	11/2007	General Manager	Varsity Club of America – South Bend, 3800 North Main Street Mishawaka, Indiana 46545
12/1/2007	1/2008	N/A – Vacation	

184 short Road Payson AZ 85541

10 SEP 1 11:47 AM '05

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Lauree Mae Moffett, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Lauree Mae Moffett
(Signature of Applicant)



MARY STEELE ARIZONA County of GILA
Notary Public - Arizona
The foregoing instrument was acknowledged before me this
Gila County
Expires 03/31/2011 25 day of AUGUST, 2010
Month Year

My commission expires on: 03-31-2011
Day Month Year

Mary E. Steele
(Signature of NOTARY PUBLIC)

10 SEP 1 11:41 PM '10

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

x [Signature]
Signature of Controlling Person or Agent (circle one)

Michael Brown
Print Name

My commission expires on: 7-14-13
Day Month Year

State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this
25 day of August, 2010
Month Year
[Signature]
(Signature of NOTARY PUBLIC)

 Shay L. Johnson
Notary Public
Yavapai County, Arizona
My Comm. Expires 7/14/13

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141



400 W Congress #150
Tucson AZ 85701-1351
(520) 628-6595

10 SEP 1 11:45 AM '07

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

RETAIN ORIGINALS OF THIS FORM FROM BLD-50 NOT PHOTOCOPY. DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Lauree Mae Moffett
TRAINEE NAME (PRINT)

Lauree Mae Moffett
TRAINEE SIGNATURE

October 28, 2008
DATE OF TRAINING

TYPE OF TRAINING COMPLETED
TRAINER MUST CHECK YES OR NO FOR EACH TYPE

- | | |
|--|--|
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO BASIC | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO ON-SALE |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO MANAGEMENT | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO OFF-SALE |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO BOTH | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO OTHER |

IF TRAINEE IS EMPLOYED BY A LICENSEE:

Edd Zielinski
NAME OF THE LICENSEE

Kohls Ranch
BUSINESS NAME

06040047
LICENSEE LICENSE NO.

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

All-Star Alcohol Awareness

Company or Individual Name

P.O. Box 6252

Address

Chandler
City

Arizona
State

85246
Zip

(480) 664-0389
Phone

I Certify the above named individual has successfully completed the specified program(s).

Jared Repinski
Trainer Name (Print)

[Signature]
Trainer Signature

10-28-08
Date

Trainer to file original of completed form to trainee, photocopy and maintain completed document for your records.

Managers Liquor Law Training for on-sale and off-sale combined (effective 1/1/07) - A.R.S. Section 4-210(D), E
Some elements of a Manager's Questionnaire for on-sale and off-sale are required for the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training (either on-sale or off-sale) will include all of the following:
owner(s), licensee agent or manager(s) AND ALL ACTIVE EMPLOYEES IN THE DAY TO DAY OPERATION OF THE BUSINESS.

Prior of attendance within the last five years for the required courses must be submitted to the District office for the license application to be filed.

Before attendance of a Manager's Questionnaire for on-sale and off-sale for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF _____ STATE APPLICATION # 016040047

COUNTY OF Pima, ARIZONA: CITY/TOWN/COUNTY # _____

ORDER # 10-05

At a Regular meeting of the _____ of the City/Town/County
(Regular or Special) (Governing Body)

of Pima held on the _____ day of _____ the
(Day) (Month) (Year)

application of Michael J. Brown for a license to sell spirituous liquors at
the premises described in Application # 016040047, License Class Series 16 was
considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Michael Brown for Hotel's Ranch
is hereby recommended for _____
(approval/disapproval)

a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the
Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

CITY/TOWN/COUNTY CLERK

DATED AT _____

This _____ day of _____
(Day) (Month) (Year)

* Disabled individuals requiring special accommodations please call the Department

Regular BOS Meeting

Date: 10/26/2010

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

Gila County Order No. LL 10-06, a Liquor License Application submitted by Rick L. Heppler for Jake's Corner Bar, LLC.

Background Information

Rick L. Heppler has submitted an application to the State Department of Liquor Licenses and Control (Department) for a person to person transfer of a Series 6 bar license with an interim permit to operate for Jake's Corner Bar located in Payson. The current license owner is Michael L. Gauvin, Agent, for Draco Enterprises II LLP. Part of the statutory process is once the Department accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the Department to either approve, deny or issue a "no recommendation" decision.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing or owning or leasing property within a one-mile radius of the establishment regarding this application. To date, the Clerk of the Board's Department has not received any objections to this application.

Evaluation

This application has been forwarded to the Gila County Clerk of the Board of Supervisors' Department for submission to the Board. An internal review has been conducted by both the Gila County Planning and Zoning Department and the Health Department. Both departments have submitted paperwork stating there are no issues related to this application with regard to their departmental policies/procedures.

Conclusion

All of Gila County's requirements have been met with regard to this application; no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to this application before the Board takes an action to issue a recommendation to the Department.

Recommendation

The Chief Deputy Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the Department.

Suggested Motion

Public Hearing - Information/Discussion/Action to approve Order No. LL 10-06, an application submitted by Rick L. Heppler for a person to person transfer of a Series 6 bar license with an interim permit to operate for Jake's Corner Bar located in Payson.

(Marian Sheppard)

Attachments

Link: [Jake's Corner Bar Liquor License Application](#)

LIQUOR LICENSE APPLICATION

CHECKLIST

DATE REC'D. AT BOS OFFICE: September 16, 2010

NAME OF ESTABLISHMENT: Jake's Corner Bar

COUNTY NUMBER: LL 10-06

DATE	
9/16/10 ^{SE}	County number assigned in database
9/16/10 ^{SE}	County number written on top right hand corner of application & questionnaire
9/17/10 ^{SE}	Letters sent to: 1. Sheriff's office w/copy of Application/Questionnaire/Notice/Affidavit of Posting 2. Planning & Zoning w/copy of Application/Questionnaire 3. Health Dept. re: health operating permits (info. only)
9-23-10 9-23-10	Letters received from: 1. Sheriff's Office - <i>Board packet page nos.</i> <u> </u> - <u> </u> 2. Planning & Zoning - <i>Board packet page no.</i> <u> </u> 3. Health Department - <i>Board packet page no.</i> <u> </u>
10-13-10	Set as BOS agenda item w/required backup material
10-12-10	Applicant informed of BOS meeting date and time
	Applicant sent written notification of Board's decision
	State Dept. of Liquor Licenses & Control sent written notification of Board's decision w/copy of Application/Questionnaire and original Affidavit of Posting Notice
	File all material in Liquor License File

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
**Deputy County Manager/
Clerk of the Board of Supervisors**
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: September 16, 2010
TO: Gila County Sheriff's Office
FROM: Marian Sheppard, Chief Deputy Clerk of the Board⁵⁶
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on September 8, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**. I've attached a copy of the Application for Liquor License, Notice, and Affidavit of Posting pertaining to the following:

Applicant: Rick L. Heppler for Jake's Corner Bar, LLC
No./Type: #6 - Bar License - Person Transfer/Interim Permit
Business Name: Jake's Corner Bar
Location: 57564 N. State Route 188, Payson, AZ 85541
Current License Owner: Michael L. Gauvin
Location of License: saa

Please post the Notice and Application for Liquor License **INSIDE THE ESTABLISHMENT FACING OUT TOWARD THE PUBLIC** for a period of 20 days. If access to the establishment cannot be obtained, the Notice and Application must be posted in a conspicuous place on the front of the premises where the business is proposed to be conducted. It is important to note that every attempt should be made to post the Notice and Application inside the establishment to prevent the paperwork from being blown away or being removed by an unauthorized person. **POST THE APPLICATION DIRECTLY UNDER THE NOTICE.**

10-12-10

At the time this application was being entered into AgendaQuick™, Nancy Neumann of the Sheriff's Office gave Stacey Espinoza of the Clerk of the Board Department notification that the Sheriff's Affidavit of Posting is on route to the Clerk's Office.

Maian Sheppard
Chief Deputy Clerk

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcDaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: September 16, 2010
TO: Gila County Community Development Department
FROM: Marian Sheppard, Chief Deputy Clerk of the Board
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on September 8, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**. Attached is a copy of the application and questionnaire(s) pertaining to the following:

Applicant: Rick L. Heppler for Jake's Corner Bar, LLC
No./Type: #6 - Bar License - Person Transfer/Interim Permit
Business Name: Jake's Corner Bar
Location: 57564 N. State Route 188, Payson, AZ 85541
Current License Owner: Michael L. Gauvin
Location of License: saa

Please indicate (below) whether this application meets zoning requirements and building permit issues/concerns related to this business, return as soon as possible.

THIS ESTABLISHMENT DOES/DOES NOT MEET THE ZONING REQUIREMENTS FOR A LIQUOR LICENSE.

No pending issues

Issues pending, as follows: _____

Signed:

 Joe Mendoza for Bob Gould 9/23/10
Bob Gould, Director

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
daniel@gilacountyaz.gov

John F. Nelson,
**Deputy County Manager/
Clerk of the Board of Supervisors**
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: September 16, 2010
TO: Gila County Health Department
FROM: Marian Sheppard, Chief Deputy Clerk of the Board
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on September 8, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date.**

Applicant: Rick L. Heppler for Jake's Corner Bar, LLC
No./Type: #6 - Bar License - Person Transfer/Interim Permit
Business Name: Jake's Corner Bar
Location: 57564 N. State Route 188, Payson, AZ 85541
Current License Owner: Michael L. Gauvin
Location of License: saa

Please indicate (below) if there are permitting issues or concerns within your department that are related to this business and return to me as soon as possible.

No pending issues.

Issues pending, as follows:

Signed: 

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)*
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 06040016

1. Type of License: SERIES 6 2. Total fees attached: \$ 248.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. HEPPLER RICK LYN
(Insert one name ONLY to appear on license) Last First Middle
- 2. Corp./Partnership/L.L.C.: JAKES CORNER BAR, LLC B 1044734
(Exactly as it appears on Articles of Inc. or Articles of Org.) 1007536
- 3. Business Name: JAKES CORNER BAR B 1007636
(Exactly as it appears on the exterior of premises) GILA
- 4. Principal Street Location 57564 N. SR 188 SENATOR HARDY HWY, PAYSON, AZ 85541
(Do not use PO Box Number) City County Zip
- 5. Business Phone: 928-474-0679 Daytime Contact: 602-359-1068
- 6. Is the business located within the incorporated limits of the above city or town? YES NO
- 7. Mailing Address: 57564 N. HWY 188, PAYSON, AZ 85541
City State Zip
- 8. Enter the amount paid for a bar, beer and wine, or liquor store license \$ 50.00 (Price of License only)

P1048579

DEPARTMENT USE ONLY

Fees: 100.00 Application 100.00 Interim Permit 48.00 Agent Change 48.00 Club 248.00 Finger Prints \$ 248.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: LA Date: 9/8/10 Lic. # 06040016

SECTION 5 Interim Permit:

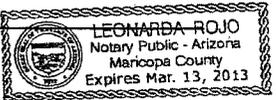
1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06040016
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

RICK LYN HEPPLEZ
~~PHOTO INTERPRETIST~~, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X [Signature]
 (Signature)

My commission expires on: _____



State of Az County of Maricopa

The foregoing instrument was acknowledged before me this 8 day of September 2010
 Day Month Year

[Signature]
 (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

10 SEP 8 14. DE. 1116

CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.

L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: JAKE'S CORNER BAR, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 8/16/2010 State where Incorporated/Organized: ARIZONA

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: L1622280-6 Date authorized to do business in AZ: 9/1/2010

5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
HEPPLER	RICK	LYN	MEMBER MANAGER	1730 W. MISSION LN, PHX, AZ	85021
Meyer	Ronald	Glenn	Member Manager	3338 W. YUCCA, PHX, AZ	85029

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
HEPPLER	RICK	LYN	75%	1730 W. MISSION LN, PHX, AZ	85021
MEYER	RONALD	GLENN	25%	3338 W. YUCCA, PHX, AZ	85029

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

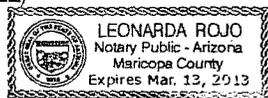
Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: GAVIN MICHAEL LYNN Entity: AGENT
(Exactly as it appears on license) Last First Middle (Indiv. Agent, etc.)
2. Corporation/L.L.C. Name: DRACO ENTERPRISES II LLP, OWNER
(LLP) (Exactly as it appears on license)
3. Current Business Name: JAKES CORNER BAR
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 57564 N. SR 188 SENATOR HARDT HWY
City, State, Zip PAYSON, AZ 85541
5. License Type: SERIES 6 License Number: 06040016
6. Current Mailing Address: Street 1730 W. MISSION LN,
(Other than business) City, State, Zip PHOENIX, AZ 85021
7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. I, RICK LYNN HEPPLER, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, RICK LYNN HEPPLER, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X [Signature]
(Signature of CURRENT LICENSEE)



State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 8 Day of September 2010 Year

[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

10 SEP 8 Lic. Lic. #11116

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 10 MILES ft. Name of school TONTO BASIN ELEM. SCHOOL
Address 445 S. OLD HWY 188, TONTO BASIN, AZ 85593
City, State, Zip
2. Distance to nearest church: 11 MILES ft. Name of church TONTO BASIN BIBLE CHURCH
Address TONTO BASIN, AZ 85553 P.O. Box 894
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name N/A
Address _____
City, State, Zip
- 4a. Monthly rental/lease rate \$ N/A What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ N/A or other _____
(give details - attach additional sheet if necessary)
5. What is the total business indebtedness for this license/location excluding the lease? \$ 150,000
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
HEPPLER	RICK	LYN	\$75,000	1730 W. MISSION LA,	PHX, AZ	85021
MEYER	RON	CLEND	\$75,000	3338 W. YUCCA,	PHX, AZ	85029

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? BAR, RESTURANT

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

YES NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO

9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 06040016 (exactly as it appears on license) Name MICHAEL GLENN GRADWIN
~~DRACO ENTERPRISES LLC DUNN~~

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? _____

month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

R.L.H.
applicants initials

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 06040016

Issue Date: 4/22/2005

Expiration Date: 6/30/2011

Issued To:

MICHAEL LYNN GAUVIN, Agent
DRACO ENTERPRISES II LLP, Owner

Bar

Mailing Address:

MICHAEL LYNN GAUVIN
DRACO ENTERPRISES II LLP
JAKES CORNER BAR
HC1 BOX 5275 H
PAYSON, AZ 85541

Location:

JAKES CORNER BAR
57564 N SR 188 SENATOR HARDT HWY
PAYSON, AZ 85541



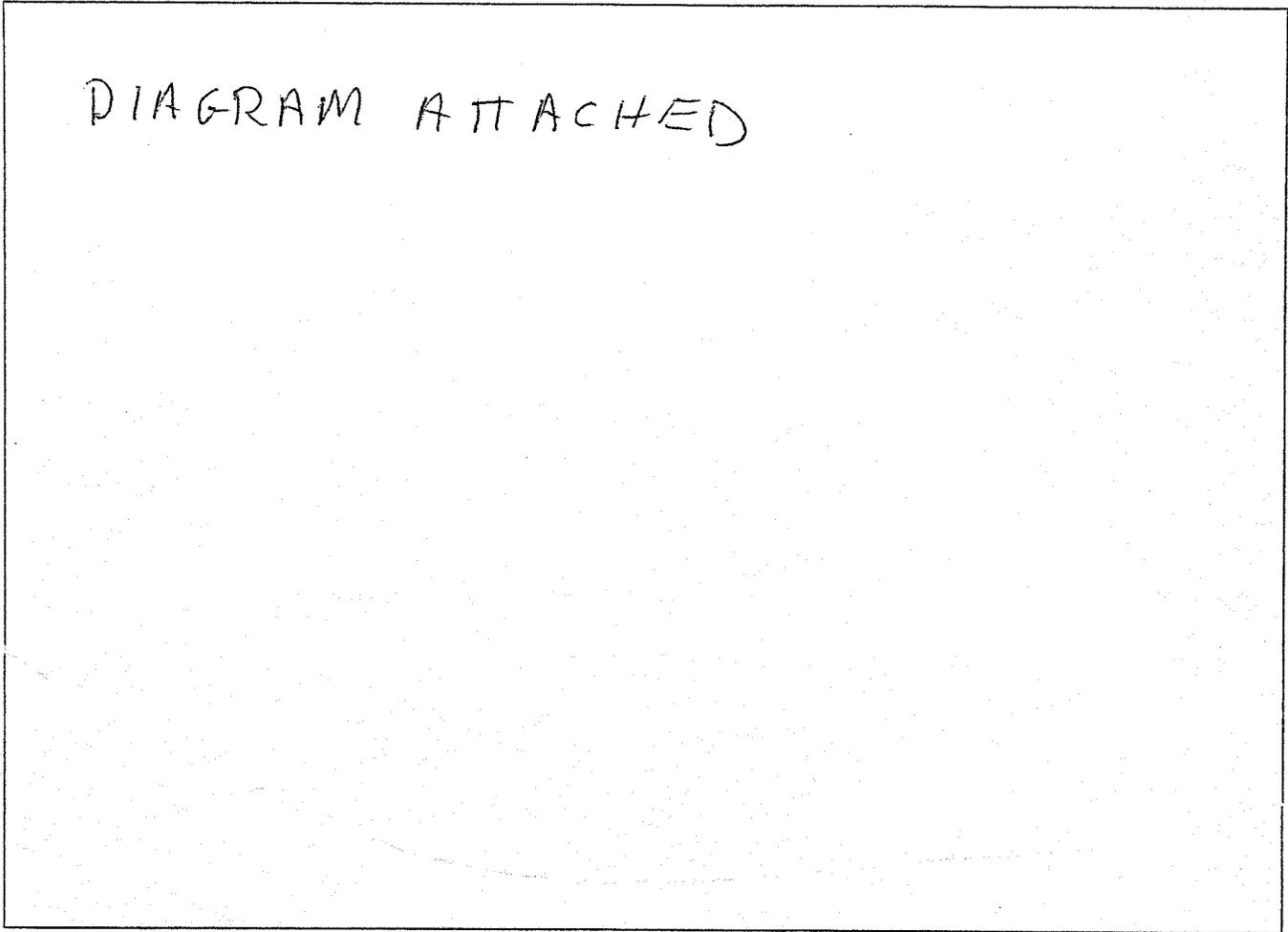
EXP 6/30/2011

Jerry A. Oliver Sr.
JERRY A. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, RICK LYN HEPPLER, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

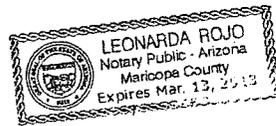
X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this

8 of September, 2010
Day Month Year

[Signature]
signature of NOTARY PUBLIC



My commission expires on: _____
Day Month Year



- 25 STORAGE SHED
- 26 SIDE WALK
- 27 BAR FRONT
- 28 BAR PITZEA
- 29 IN SIDE STAGE

- 2 STAGE
- 3 FAIR FRONT
- 4 BENCH SEATING
- 5 BEER STATION
- 6 H SHOE PITS
- 7 BENCH
- 8 FIRE PIT
- 9 QUI SIDE BEER STATION
- 10 PATIO - COVERED
- 11 TABLES
- 12 SIDE WALK
- 13 GRILL
- 14 COVERED WHARF
- 15 BACK PATIO
- 16 POOL TABLE
- 17 MALE - FEMALE RI
- 18 OFFICE
- 19 WALK IN (BEER)
- 20 KITCHEN
- 21 IN SIDE BAR
- 22 OUTSIDE KITCHEN
- 23 STORAGE SHEDS
- 24 WOOD FENCE

STORAGE

STORAGE

2014 sqft

198 FT

BOUNDARY FENCE

WOOD FENCE

DANCE FLOOR

GILL

*10 - P 8 Lic. Lic. #11116

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P1048579

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with **BLACK INK**.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLIC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLIC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

06040016

(If the location is currently licensed)

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input checked="" type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21
--	---

2. Name: HEPPLER RICK LYN Date of Birth: [REDACTED]

Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: ARIZONA

(NOT a public record) (NOT a public record)

4. Place of Birth: DETROIT, MI USA Height: 5'10" Weight: 185 Eyes: BRO Hair: GY

City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-359-1068

6. Name of Current or Most Recent Spouse: HEPPLER DIANA ANNE BRU Date of Birth: [REDACTED]

(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 11/1/1962

8. Telephone number to contact you during business hours for any questions regarding this document. 602-359-1068

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: JAKES CORNER BAR Premises Phone: 928-474-0679

11. Physical Location of Licensed Premises Address: 57564 N. HWY 188 PAYSON GILA 85541

Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
11/1/67	CURRENT	MANAGER GOLF CLUB MFG.	PING-INC. 2201 W. DESSERT COVE, PHX AZ 85041

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

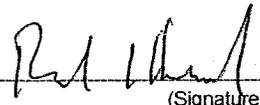
FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
2/1/05	CURRENT	WITH PARENT	1730 W. MISSION LN	PHX	AZ	85001

If you checked the **Manager** box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 10^{hrs} 3^{days} and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. ~~Are you or any entity~~ you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

DICK LYN HEPLER, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X 
(Signature of Applicant)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Month Year

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

30628

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

710 SEP 8 11 47. Lic. #M11116

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

RICK L. HEPPER

Full Name (please print)

[Signature]

Signature

8/26/10

Training Completion Date

Type of Training Completed (check Yes or No)

- | | | | | | |
|---|-----------------------------|------------|---|--|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ON SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OTHER |

Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

If Trainee Is Employed By A Licensee

JAKES CORNEZ BAR

Name of Licensee

Business Name

Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION (ABC)

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

PHOENIX

AZ

85012

(602) 285-1396

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

DENNIS FEAGLES

Name of Trainer (please print)

[Signature]

Trainer Signature

8/26/10

Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

- Owner(s)
- Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

ANSWER TO #15

TWO ALCOHOL TRAFFIC VIOLATIONS
IN 2005 DUI 7/29/05 AND
DUI 12/9/05 SEE ATTACHED AGENCIES
INVOLVED DPS, SHERIFF DEPT GILA COUNTY,
MVD, GILA COURT SYSTEM. EVERYTHING
RELATED TO DUI FINE, SCHOOLING, JAIL
SATISFIED.

NO TRAFFIC VIOLATION SINCE 12/9/05

Paul [Signature]
9/8/10

10 SEP 8 10:11:16



ARIZONA JUDICIAL BRANCH

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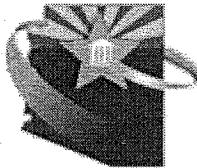
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Public Access to Court Information -
Case Search[<< return to search results](#)[new case search >>](#)

Case Information

Case Number: J-0404-TR-2005003564
Title: ST OF AZ VS HEPPLER RICKIE LY
Court: Payson Justice
Judge: DOROTHY A. LITTLE
Category: Traffic
Filing Date: 08 /01/2005
Disposition Date: 10/06/2005

azturbcourt.gov



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RICKIE LYN HEPPLER DEFENDANT - D 1 Date of Birth: 09/1949

Citation	Count	Description	Disp. Date	Disposition
D10226552	1	DUI LIQUOR/DRUGS/VAPORS 1ST	10/06/2005	PLEA GUILTY/RESP SENT IMPOSED
D10226552	2	DUI LIQUOR/DRUGS/VAPORS 2ND	10/06/2005	PLEA GUILTY/RESP SENT IMPOSED

Case Activity

Date	Description	Party
01/19/2006	ALCOHOL SCR/COUNSEL COMPLETION	D 1
01/05/2006	CERTIFIED COPIES	D 1
12/14/2005	FAXED INFO	D 1
11/18/2005	FAXED INFO	D 1
10/27/2005	JAIL TIME SERVED/COMPLETED	D 1
10/17/2005	ALCOHOL SCR/COUNSEL COMPLIANCE	D 1
10/06/2005	FUND: 2002 PROBATION SURCHARGE	D 1
10/06/2005	FUND: BASE FINE	D 1
10/06/2005	CHANGE OF PLEA RECEIVED	D 1
10/06/2005	JAIL/PRISON	D 1
10/06/2005	SENTENCING/SENTENCED	D 1
10/06/2005	FUND: PRISON CONSTR OPER FUND	D 1
10/06/2005	DEFENDANT APPEARED	D 1
10/06/2005	FUND: 2002 SURCHARGES (80%)	D 1
10/06/2005	PLEA-GUILTY(GG)/RESP(11/12)	
09/27/2005	DEFENDANT APPEARED	D 1
08/31/2005	NOT GUILTY/NOT RESP PLEA	D 1
08/31/2005	DEFENDANT APPEARED	D 1
08/31/2005	ORDER SETTING TRIAL	D 1
08/31/2005	I/A HELD:FELONY/MISD/CR /TR	D 1
08/31/2005	ORDER PRETRIAL HEARING	D 1

10 SEP 8 11:16 AM

08/31/2005	CAL: ARRAIGNMENT/APPEARANCE	
08/04/2005	APPEARANCE	D 1
08/01/2005	COMPLAINT FILED-UNIFORM CITATN	D 1

NOTES:

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Please be aware of the following limitations of the case records displayed:

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- Not all cases from a participating court may be included.
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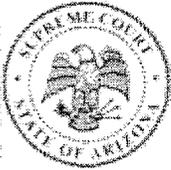
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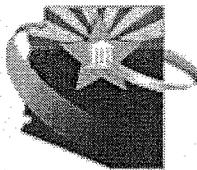
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Case Information

Case Number: J-0404-TR-2005005335
Title: ST OF AZ VS HEPPLER RICKIE LY
Court: Payson Justice
Judge: DOROTHY A. LITTLE
Category: Traffic
Filing Date: 12 /10/2005
Disposition Date: 04/13/2006

azturbocourt.gov


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RICKIE LYN HEPPLER DEFENDANT - D 1 Date of Birth: 09/1949

Citation	Count	Description	Disp. Date	Disposition
D10088469 1		STOP SIGN VIOLATION	04/13/2006	PLEA GUILTY/RESP SENT IMPOSED
D10088469 2		DUI; ALCOHOL DRUGS TOXIC VAPOR OR COMBINATION	04/13/2006	PLEA GUILTY/RESP SENT IMPOSED
D10088469 3		DUI LIQUOR BAC .08 OR MORE 1ST	04/13/2006	COMPL DISMISSED BY CTY ATTY
D10088469 4		EXTREME DUI - 0.15	04/13/2006	COMPL DISMISSED BY CTY ATTY

Case Activity

Date	Description	Party
04/26/2007	CORRESPONDENCE	D 1
08/21/2006	ALCOHOL SCR/COUNSEL COMPLETION	D 1
08/21/2006	CASE COMPLETED/CLOSED	D 1
08/01/2006	JAIL/PRISON	D 1
08/01/2006	PYMT: BOND POSTED - THIS COURT	D 1
07/18/2006	JAIL TIME SERVED/COMPLETED	D 1
07/18/2006	JAIL/PRISON	D 1
07/18/2006	MOTION FILED	D 1
07/18/2006	PYMT: BOND POSTED - THIS COURT	D 1
07/18/2006	DISB: MISCELLANEOUS REFUND	D 1
07/18/2006	CREDIT/FINE SUSPENDED	D 1
07/07/2006	LETTER SENT	D 1
06/30/2006	STATUS HEARING SET	
06/19/2006	LETTER SENT	D 1
06/09/2006	MOTION FILED	D 1
05/31/2006	FAXED INFO	D 1
05/31/2006	TELEPHONE CALL	D 1
05/25/2006	MOTION FILED	D 1
05/22/2006	CORRESPONDENCE	D 1

05/19/2006	STATUS HEARING SET	
04/28/2006	ALCOHOL SCR/COUNSEL COMPLIANCE	D 1
04/13/2006	CHANGE OF PLEA RECEIVED	D 1
04/13/2006	FUND: BASE FINE	D 1
04/13/2006	FUND: REST/ATTY REIM TRUST	D 1
04/13/2006	SENTENCING/SENTENCED	D 1
04/13/2006	DEFENDANT APPEARED	D 1
04/13/2006	PLEA-GUILTY(GG)/RESP(11/12)	D 1
04/13/2006	JAIL/PRISON	D 1
04/13/2006	FUND: XTRA DUI ASSMT	D 1
04/13/2006	CASH BOND ORDERED - THIS COURT	D 1
04/13/2006	PLEA AGREEMENT RECEIVED	D 1
04/13/2006	FUND: 2002 SURCHARGES (80%)	D 1
04/13/2006	FUND: 2002 PROBATION SURCHARGE	D 1
04/13/2006	FUND: PRISON CONSTR OPER FUND	D 1
04/13/2006	CAL: CHANGE OF PLEA	
04/10/2006	TELEPHONE CALL	D 1
04/07/2006	ORDER SET JURY TRIAL	D 1
04/05/2006	MOTION FILED	D 1
03/30/2006	TELEPHONE CALL	D 1
03/30/2006	STATUS HEARING SET	
02/06/2006	DISCLOSURE FILED BY THE STATE	D 1
01/24/2006	PRE-TRIAL HELD	D 1
01/24/2006	DEFENDANT APPEARED	D 1
01/24/2006	ORDER SETTING TRIAL	D 1
01/24/2006	ORDER SET JURY TRIAL	D 1
01/24/2006	CAL: PRE-TRIAL CONFERENCE	
01/06/2006	CORRESPONDENCE	D 1
12/15/2005	NOT GUILTY/NOT RESP PLEA	D 1
12/15/2005	NOTICE OF APPEARANCE FILED	D 1
12/10/2005	DEFENDANT IN CUSTODY	D 1
12/10/2005	RELEASED O.R.	D 1
12/10/2005	ORDER SETTING TRIAL	D 1
12/10/2005	I/A HELD:FELONY/MISD/CR /TR	D 1
12/10/2005	COMPLAINT FILED-UNIFORM CITATN	D 1
12/10/2005	NOT GUILTY/NOT RESP PLEA	D 1
12/10/2005	ORDER PRETRIAL HEARING	D 1

NOTES:**The following case types are excluded from search results:**

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10 SEP 8 Lic. Lic. AM11:16



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 06040016

Ownership Name: DRACO ENTERPRISES II LLP (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) RICK LYN HEPPLER DATE 9/6/2010

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL

TYPE OF LICENSE SERIES 6

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: PASSPORT

A. Are you a citizen or national of the United States? (check one) [X] Yes [] No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country. City: MOUNT CLEMENS State (or equivalent): MI Country or Territory: USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

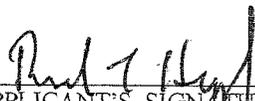
- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.


APPLICANT'S SIGNATURE

9/16/10
TODAY'S DATE

10 SEP 8 11:16 AM '10

Attachment: Lists A and B Evidence of U.S. Citizenship, U.S National Status, or Alien Status,

DLLC 1/15/09

AG 11/08/07 - 81662

Attachment to Form 1 Applicant Statement

EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS

LIST A: U.S. CITIZEN OR U.S. NATIONAL

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998]; and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

Evidence showing U.S. citizen or U.S. national status includes the following:

a. Primary Evidence:

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);
- (4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);
- (7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);
- (8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

b. Secondary Evidence

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

- (1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that

the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;

- (2) Evidence of civil service employment by the U.S. government before June 1, 1976;
- (3) Early school records (preferably from the first school) showing the date of admission to the school, the applicant's date and U.S. place of birth, and the name(s) and place(s) of birth of the applicant's parent(s);
- (4) Census record showing name, U.S. nationality or a U.S. place of birth, and applicant's date of birth or age;
- (5) Adoption finalization papers showing the applicant's name and place of birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction), or, when the adoption is not finalized and the state or other U.S. jurisdiction listed above will not release a birth certificate prior to final adoption, a statement from a State-or jurisdiction-approved adoption agency showing the applicant's name and place of birth in one of such jurisdictions, and stating that the source of the information is an original birth certificate;
- (6) Any other document that establishes a U.S. place of birth or otherwise indicates U.S. nationality (e.g., a contemporaneous hospital record of birth in that hospital in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction));

c. Collective Naturalization

If the applicant cannot present one of the documents listed in (a) or (b) above, the following will establish U.S. citizenship for collectively naturalized individuals:

Puerto Rico:

- Evidence of birth in Puerto Rico on or after April 11, 1899 and the applicant's statement that he or she was residing in the U.S., a U.S. possession or Puerto Rico on January 13, 1941; or
- Evidence that the applicant was a Puerto Rican citizen and the applicant's statement that he or she was residing in Puerto Rico on March 1, 1917 and that he or she did not take an oath of allegiance to Spain.

U.S. Virgin Islands:

- Evidence of birth in the U.S. Virgin Islands, and the applicant's statement of residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927;
- The applicant's statement indicating resident in the U.S. Virgin Islands as a Danish citizen on January 17, 1917 and residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927, and that he or she did not make a declaration to maintain Danish citizenship; or
- Evidence of birth in the U.S. Virgin Islands and the applicant's statement indicating residence in the U.S., a U.S. possession or territory or the Canal Zone on June 28, 1932.

Northern Mariana Islands (NMI) (formerly part of the Trust Territory of the Pacific Islands (TTPI)):

- Evidence of birth in the NMI, TTPI citizenship and residence in the NMI, the U.S., or a U.S. territory or possession on November 3, 1986 (NMI local time) and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time);
- Evidence of TTPI citizenship, continuous residence in the NMI since before November 3, 1981 (NMI local time), voter registration prior to January 1, 1975 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time); or
- Evidence of continuous domicile in the NMI since before January 1, 1974 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time). Note: If a person entered the NMI as a nonimmigrant and lived in the NMI since January 1, 1974, this does not constitute continuous domicile and the individual is not a U.S. citizen

d. Derivative Citizenship

If the applicant cannot present one of the documents listed in a or b above, the following may be used to make a determination of derivative U.S. citizenship:

Applicant born abroad to two U.S. citizen parents: Evidence of the U.S. citizenship of the parents and the relationship of the applicant to the parents, and evidence that at least one parent resided in the U.S. or an outlying possession prior to the applicant's birth.

Applicant born abroad to a U.S. citizen parent and a U.S. non-citizen national parent: Evidence that one parent is a U.S. citizen and that the other is a U.S. non-citizen national, evidence of the relationship of the applicant

to the U.S. citizen parent, and evidence that the U.S. citizen parent resided in the U.S., a U.S. possession, American Samoa or Swain's Island for a period of at least one year prior to the applicant's birth.

Applicant born out of wedlock abroad to a U.S. citizen mother: - Evidence of the U.S. citizenship of the mother, evidence of the relationship to the applicant and, for births on or before December 24, 1952, evidence that the mother resided in the U.S. prior to the applicant's birth or, for births after December 24, 1952, evidence that the mother had resided, prior to the child's birth, in the U.S. or a U.S. possession for a period of one year.

Applicant born in the Canal Zone or the Republic of Panama:

- A birth certificate showing birth in the Canal Zone on or after February 26, 1904 and before October 1, 1979 and evidence that one parent was a U.S. citizen at the time of the applicant's birth; or
- A birth certificate showing birth in the Republic of Panama on or after February 26, 1904 and before October 1, 1979 and evidence that at least one parent was a U.S. citizen and employed by the U.S. government or the Panama Railroad Company or its successor in title.

In all other situations in which an applicant claims to have a U.S. citizen parent and an alien parent, or claims to fall within one of the above categories, but is unable to present the listed documentation:

- If the applicant is in the U.S., the applicant should contact the local U.S. Citizenship and Immigration Service office for determination of U.S. citizenship;
- If the applicant is outside the U.S., the applicant should contact the State Department for a U.S. citizenship determination.

e. Adoption of Foreign-Born Child by U.S. Citizen

- If the birth certificate shows a foreign place of birth and the applicant cannot be determined to be a naturalized citizen under any of the above criteria, obtain other evidence of U.S. citizenship;
- Because foreign-born adopted children do not automatically acquire U.S. citizenship by virtue of adoption by U.S. citizens, the applicant should contact the local U.S. Citizenship and Immigration Service office for a determination of U.S. citizenship, if the applicant provides no evidence of U.S. citizenship.

f. U.S. Citizenship By Marriage

A woman acquired U.S. citizenship through marriage to a U.S. citizen before September 22, 1922. Provide evidence of U.S. citizenship of the husband, and evidence showing the marriage occurred before September 22, 1922.

Note: If the husband was an alien at the time of the marriage, and became naturalized before September 22, 1922, the wife also acquired naturalized citizenship. If the marriage terminated, the wife maintained her U.S. citizenship if she was residing in the U.S. at that time and continued to reside in the U.S.

LIST B: QUALIFIED ALIENS, NONIMMIGRANTS, AND ALIENS PAROLED INTO U.S. FOR LESS THAN ONE YEAR

The documents listed below that are registration documents are indicated with an asterisk ("*").

a. "Qualified Aliens"

Evidence of "Qualified Alien" status includes the following:

Alien Lawfully Admitted for Permanent Residence

- *Form I-551 (Alien Registration Receipt Card, commonly known as a "green card"); or
- Unexpired Temporary I-551 stamp in foreign passport or on *I Form I-94.

Asylee

- * Form I-94 annotated with stamp showing grant of asylum under section 208 of the INA;
- *Form I-688B (Employment Authorization Card) annotated "274a.12(a)(5)";
- * Form I-766 (Employment Authorization Document) annotated "A5";
- Grant letter from the Asylum Office of the U.S. Citizenship and Immigration Service; or
- Order of an immigration judge granting asylum.

Refugee

- * Form I-94 annotated with stamp showing admission under § 207 of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3"

Alien Paroled Into the U.S. for a Least One Year

- * Form I-94 with stamp showing admission for at least one year under section 212(d)(5) of the INA. (Applicant cannot aggregate periods of admission for less than one year to meet the one-year requirement.)

Alien Whose Deportation or Removal Was Withheld

- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(10)";
- * Form I-766 (Employment Authorization Document) annotated "A10"; or
- Order from an immigration judge showing deportation withheld under §243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under § 241(b)(3) of the INA.

Alien Granted Conditional Entry

- * Form I-94 with stamp showing admission under §203(a)(7) of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3."

Cuban/Haitian Entrant

- * Form I-551 (Alien Registration Receipt Card, commonly known as a "green card") with the code CU6, CU7, or CH6;
- Unexpired temporary I-551 stamp in foreign passport or on * Form I-94 with the code CU6 or CU7; or
- Form I-94 with stamp showing parole as "Cuba/Haitian Entrant" under Section 212(d)(5) of the INA.

Alien Who Has Been Declared a Battered Alien or Alien Subjected to Extreme Cruelty

- U.S. Citizenship and Immigration Service petition and supporting documentation

b. Nonimmigrant

Evidence of "Nonimmigrant" status includes the following:

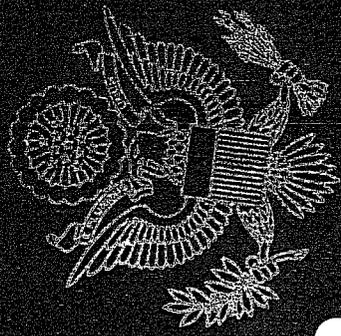
- * Form I-94 with stamp showing authorized admission as nonimmigrant

c. Alien Paroled into U.S. for Less than One Year

Evidence includes:

- * Form I-94 with stamp showing admission for less than one year under section 212(d)(5) of the INA

PASSPORT



United States
of America

CIBT
Visa and Passport Professionals
(800) 929-2428 • www.cibt.com

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

01002886

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

06040016

(If the location is currently licensed)

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete All Questions except # 14, 14a & 21) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: Meyer Ronald Glenn Date of Birth: [Redacted]
Last First Middle (NOT a Public Record)

3. Social Security Number: [Redacted] Drivers License: [Redacted] State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: Ashland Wisconsin U.S.A. Height: 5'6" Weight: 240 Eyes: Blue Hair: GRAY
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-993-5425

6. Name of Current or Most Recent Spouse: Meyer ANNA Date of Birth: [Redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1972 / August

8. Telephone number to contact you during business hours for any questions regarding this document. 602-993-5425

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Jakes Corner Bar Premises Phone: 928-474-067

11. Physical Location of Licensed Premises Address: 58564 N. Hwy 188 Payson Coila 85541
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
4/15/02	CURRENT	Manager Smoke Shop	SELF 9204 N. 75 th Phx AZ 85020

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
Oct 1972	CURRENT	Present	3338 W. Yucca	Phx	AZ	85029

If you checked the Manager box on the front of this form skip to # 15

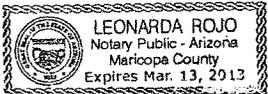
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 40/6 and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. ~~Are you NOW~~ or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. Ronald Glenn Meyer, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Ronald Glenn Meyer
(Signature of Applicant)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 8 day of September, 2010
Month Year



My commission expires on: _____
Day Month Year

[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____
Month Year

X Ronald Glenn Meyer
Signature of Controlling Person or Agent (circle one)

Ronald Glenn Meyer
Print Name

(Signature of NOTARY PUBLIC)

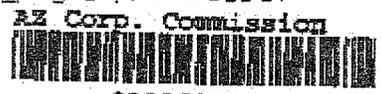
My commission expires on: _____
Day Month Year

Owned Holly Inn at
2038 N. 27 Ave
Phx. Az, 85009 from 1972 to 1982

Owned Holly Inn Inc from 1982 to
sale in 1986

Owned Feron Inc - DBA Holly Inn
in 1990 to sale in 2003.

10 SEP 2010 11:17



03226997

AZ CORPORATION COMMISSION
FILED

ARTICLES OF ORGANIZATION

AUG 18 2010

OF

FILE NO. L-16222806

JAKE'S CORNER BAR, LLC

Pursuant to A.R.S. §29-632, the undersigned states as follows:

ARTICLE I

Name

The name of the limited liability company is:

Jake's Corner Bar, LLC

ARTICLE II

Registered Office

The address of the registered office in Arizona is: 57564 N. Highway 188, Payson, Arizona 85541.

ARTICLE III

Statutory Agent

The statutory agent's name and address is: Frederick Taylor, 267 E. Caroline Ln., Tempe, Arizona 85284.

ARTICLE IV

Existence Duration

There exists no date on which the limited liability company is to dissolve.

ARTICLE V

Management

Management of this limited liability company is vested in a manager or managers.

ARTICLE VI
Managers and Members

The name and address of each person who is a manager of the limited liability company and each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company is:

Ronald Meyer
57564 N. Highway 188
Payson, Arizona 85541
Member and Manager

Rick L. Hepler
57564 N. Highway 188
Payson, Arizona 85541
Member and Manager

Signed: _____

Ronald Meyer

Dated: _____

8-10-2010

I, Frederick Taylor, 267 E. Caroline Ln., Tempe, Arizona 85284,
agree to act as the statutory agent for the Arizona limited liability company
known as Jake's Corner Bar, LLC.


Frederick Taylor

Date: 8/16/10

SEPT 8, 2010

OPERATING Agreement FOR ~~Jakes Corner Bar~~ Jakes Corner Bar

40 SEP 8 11:17 AM 1117

L1622280-6

This is a operating agreement between Rick Heppler & Ronald Meyer to operate Jakes Corner Bar, at 57564 N. Hwy 188, Payson Arizona 85411.

Rick Heppler will own 75% of stock & Ronald Meyer will own 25%.

The bar is operated under dual management divided equally Monday thru Sunday.

Ronald Meyer
Paul (M)

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF _____ STATE APPLICATION # 06040016

COUNTY OF Sila, ARIZONA. CITY/TOWN/COUNTY # _____

ORDER # #10-06

At a _____ meeting of the _____ of the City/Town/County
(Regular or Special) (Governing Body)

of Sila held on the _____ day of _____ the
(Day) (Month) (Year)

application of Rick Messler for a license to sell spirituous liquors at
the premises described in Application # 06040016, License Class Series 60 was
considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Rick Messler for Janis Corner Bar LLC
for Janis Corner Bar
is hereby recommended for _____
(approval/disapproval)

a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the
Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

CITY/TOWN/COUNTY CLERK

DATED AT _____

This _____ day of _____
(Day) (Month) (Year)

* Disabled individuals requiring special accommodations please call the Department

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Shannon Boyer, Public Works Division
Department: Public Works Division Division: Floodplain
Presenter's Name: Steve Stratton/Darde deRoulhac

Information

Request/Subject

Floodplain Management Ordinance Proposed Revisions.

Background Information

The proposed revisions are to the Gila County Floodplain Management Ordinance which was approved on March 12, 2008. A public hearing was held on July 6, 2010, to consider amendments to the adopted Ordinance. It was determined that there were questions regarding the proposed revisions so the approval of the Ordinance was tabled by the Board of Supervisors. A Board of Supervisors' Work Session was held on August 31, 2010, to review and discuss additional revisions to the Gila County Floodplain Management Ordinance. Darde deRoulhac, Chief Engineer Flood Control District, has headed up the efforts to incorporate the revisions per required Arizona Department of Water Resources (ADWR) and the Federal Emergency Management Agency (FEMA) regulations.

Evaluation

Please see the attachment entitled "Floodplain Management Ordinance S Sanders 8-31-10 Summary of Proposed Changes", which is an interoffice memo from Steve Sanders, Deputy Public Works Director, that provides detailed information of the changes. Also, see the attachment entitled "Floodplain Mgmt Ordinance with Proposed Changes 10-26-2010" showing changes in red and blue.

Conclusion

These revisions would meet both current regulations and Gila County requirements with regard to structures located within a Gila County floodplain.

Recommendation

The Gila County Public Works Division recommends that this Public Hearing be held in order to provide an opportunity for Gila County residents to ask questions and/or provide comments with regard to these proposed Ordinance changes.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors.)

Public Hearing - Information/Discussion/Action to approve and request the Chairman's signature on the revised Gila County Floodplain Management Ordinance.

(Steve Stratton/Darde deRoulhac)

Attachments

Link: [FPMO Memo](#)

Link: [FPMO Proposed Changes](#)

Link: [FPMO Public Notice](#)



DATE: August 31, 2010

TO: Gila County Board of Supervisors

FROM: Steve Sanders

REQUEST/SUBJECT: Proposed Amendment to Gila County Floodplain Management Ordinance

Background Information:

The proposed amendment is to the Gila County Floodplain Management Ordinance which was approved on March 12, 2008.

Evaluation:

This amendment revises the following:

Addition/Change to Section 2.0 Definitions;

- **Accessory Structure**, references where it is used in the Ordinance, and raises the size limit from 500 to 600 square feet, before a variance is required to wet-floodproof the building (negotiated with State NFIP Liaison at ADWR).
- **Flood Insurance Study**, corrected a map title.
- **Flood-Resistant Materials**, provides a definition to avoid ambiguity in application of the regulations.
- **Small Accessory Building (Accessory Building changed to Enclosure)**, terminology is changed to avoid confusion with "Accessory Building" definition, and to broaden the scope to include not just sheds, but small fenced patios, dog runs, etc. This allows for an exemption to the engineering requirement to allow small sheds and enclosed areas in a floodway without the extensive engineering costs which would otherwise be needed to show compliance of a structure in a floodway.
- **Substantial Damage**, the definition in the Ordinance is changed at FEMA's request, to include the procedure for calculation of substantial damage and substantial improvements. This procedure is already being used, and is per a computation form that was approved by FEMA several years ago. The substantial damage or substantial improvement calculations are mainly used to justify exemptions to some of the FEMA floor elevation requirements for minor improvements and additions.
- **Substantial Improvement**, the reasons for the change are the same as for substantial damage.
- **Waste Disposal System**, is a new definition. Section 5.4.C prohibits "waste disposal systems" in a floodway, based on ARS 49-3609.C, but the term "waste disposal system" is not defined in either place. This definition allows highly treated effluent to be considered a resource rather than waste. This has the effect of allowing building on floodway lots (subject to meeting the floodway development criteria in the Ordinance) if an alternative wastewater treatment system is installed which meets the water quality criteria, in lieu of a standard septic system. It also allows alternative treatment systems to be installed to replace existing septic systems to improve water quality in our creeks.

Deletion/Change to Section 3.9 Abatement Violations G.1. – G.4. deleted.

The "Certificate of Apparent Compliance," a form of permit for work done initially without going through the permit process, is being deleted at the request of ADWR.

Addition/Deletion to Section 3.10 Civil Penalties A., C.

The Hearing Officer procedures were finalized and adopted after the last floodplain ordinance revision. These modifications reference the hearing officer ordinance, instead of repeating the procedure in this ordinance. It also provides for automatic adoption of any revisions to the hearing officer rules and procedures.

Addition to Section 4.2 Designation of the Floodplain Administrator.

This amendment clarifies the process for delegating floodplain responsibilities, and is being changed at the request of ADWR.

Addition/Change to Section 4.3 Duties and Responsibilities of the Floodplain Administrator D.1. – D.5., E.3., I., J.

These changes are being done at the request of ADWR to correspond to language in FEMA's regulations.

Addition/Deletion/Change to Section 5.2 Standards of Construction C., D., E.

These are wording changes to clarify ambiguities and make the requirements easier to understand. The requirements are substantially the same as before, except for the following:

- 1) There is a non-engineered method that can be used under certain conditions in lieu of engineering to establish a flood elevation where none is given on the FEMA maps, which can result in less cost to comply with the floodplain regulations. This is consistent with FEMA rules.
- 2) The size of a detached accessory building (such as a garage) that can be built below the flood elevation by using flood vents is increased slightly. Larger buildings using flood vents in lieu of elevation still require a variance from the Board. Flood vents are used to equalize water pressure on both sides of the wall, to minimize flood damage. The FEMA requirements that such structures be constructed of flood resistant materials below the regulatory flood elevation, and for providing certification upon completion, are also added into the Ordinance.

Change to Section 5.4 Standards for Utilities C.

Quotes are added around the term "Waste disposal systems" to be consistent with that notation used elsewhere in the Ordinance where a term is defined in Section 2.

Change to Section 5.5 Standards of Subdivisions B. and G.

Corrects the "floodway" reference to be "floodplain and floodway," since the floodplain is part of the floodway analysis. The wording is also rewritten to clarify the meaning of parts of it.

Change to Section 5.6 Standards for Manufactured Homes and Manufactured Home Parks and Subdivisions B.1. and B.2.

If an anchoring method other than the standard frame ties or over the top ties in the Ordinance is proposed, engineering is required to show that the anchoring system meets the existing performance specifications.

Addition/Deletion to Section 5.9 Flood Related Erosion-Prone Area C., D., E.

- This makes the erosion area of jurisdiction the same as the floodplain area of jurisdiction, i.e., the Ordinance will not regulate erosion if the structure is being built outside of the floodplain, such as on a high bank close to a river. For example, citizens may propose erosion protection as they see fit if the building is outside of the floodplain, and such erosion protection will not be reviewed for adequacy to protect a structure outside of the floodplain, but only for its impact on the floodplain in which it is built.
- This section also allows creative erosion protection for a building, such as footings and piers below the scour depth, with the building bridging between the piers, as an alternative to traditional channel bank lining for protecting a building from damage if a channel bank erodes back to the building.

Addition/Change to Section 6.3 Conditions for Variances F.

- The size of accessory building is raised from 500 to 600 square feet before a variance is required.
- The standard FEMA requirements are clarified for the case where the building is proposed in a floodway, and states that the variance for wet floodproofing in lieu of elevation cannot be issued until the other floodway requirements are also satisfied.
- The reporting of these variance to ADWR is also required, by ADWR.
- Clarification that the FEMA Elevation Certificate is still required to certify the actual floor elevation, and the size and location of the flood vents used for wet floodproofing.

Addition/Change to Section 7.1 Flood Limits Shown on Subdivision Plats.

One-hundred year flood limits delineated as part of subdivision plats, are only treated as regulatory floodplains (i.e., regulated by this Ordinance) if the drainage area is over 640 acres (1 square mile).

Addition/Deletion/Change to Section 7.4 Determination of Regulatory Flood Elevations A.

(This section is for floodplains not on the FEMA maps, such as floodplains adopted as part of subdivision plats, or floodplains determined by flood studies adopted by the Board, but not published on FEMA's maps). This deletes a sentence that does not apply, and adds an option for a non-engineered determination of the flood depth under certain conditions, consistent with the changes proposed in Section 5.2

Addition to Section 7.7 Administrative Floodways E.

A section is added to clarify that waste disposal systems ARE allowed in floodways that are NOT on the FEMA maps. That situation is not regulated by ARS 49-3609.C.

Addition of Index.

Conclusion:

Much of the amendment addresses ADWR's concerns with regards to FEMA's regulations. Parts of the amendment help facilitate a better understanding of the Ordinance and helps to clarify floodplain responsibilities.

Recommendation:

The Deputy Public Works Director and Floodplain Administrator will commence with the re-advertisement of the Notice of Public Hearing for the final adoption of the amended Ordinance upon the Board of Supervisor's review of the proposed changes.

Suggested Motion:

N/A

List of Attachments:

Gila County Floodplain Management Ordinance with proposed changes in red/blue, as presented to the Board of Supervisors on July 6, 2010.

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

December 22, 1986
Amended June 28, 1993
Amended November 4, 1997
Amended June 4, 2003
Amended April 15, 2008
Amended October 26, 2010

Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501
(928) 425-3231

APPROVED AS TO FORM:

Bryan Chambers,
Chief Deputy County Attorney

Date

APPROVED BY:

Michael A. Pastor, Chairman
Gila County Flood Control District

Date

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

1.1 STATUTORY AUTHORIZATION

The Legislature of the State of Arizona has in A.R.S. §48-3601 through §48-3627—delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Flood Control District (Board of Directors) of Gila County, Arizona, does ordain as follows:

1.2 FINDINGS OF FACT

A. The flood hazard areas of Gila County are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affects the public health, safety, and general welfare.

B. These flood losses may be caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities and, when inadequately anchored, may cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage may also contribute to the flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

A. To protect human life and health.

B. To minimize expenditure of public money for costly flood control projects.

C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

D. To minimize prolonged business interruptions.

E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard.

F. To help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas.

G. To insure that potential buyers are notified that property is in an area of special flood hazard.

H. To insure that those who occupy the areas of special flood hazard assume responsibility for their actions.

I. To maintain eligibility for State disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure,” for purposes of the wet-floodproofing provisions of this ordinance (Section 5.2.C.4, et. al.), means a structure which is limited to an “accessory use,” detached from the primary structure, used solely for parking or limited storage, and is less than or equal to 6500 square feet of enclosed area.

“Accessory Use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

“Administrative Special Flood Hazard Area,” also known as “Administrative Floodplain” means an area officially designated as a special flood hazard area by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a Special Flood Hazard Area on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An “Administrative Special Flood Hazard Area” is to be regulated as a “Special Flood Hazard Area” pursuant to Section 3.2 of this Ordinance. Designation of administrative floodplains and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

“Administrative Floodway” means an area officially designated as a floodway by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a floodway on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An “Administrative Floodway” is to be regulated as a “Regulatory Floodway” pursuant to Section 5.8 of this Ordinance. Designation of administrative floodways and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

“Alluvial fan flooding” means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and, unpredictable flow paths.

“Apex” means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

“All-weather access” means the construction of roads and stream crossings in such a way that no more than one foot of water shall pass across them for brief intervals during a flood of 100-year frequency with the peak flow velocity not exceeding eight feet per second at any location. The 25-year event shall be conveyed underneath the crossing.

“Appeal” means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

“Area of jurisdiction” means the incorporated and unincorporated areas of the county, including public

lands, excluding those incorporated areas of cities or towns which have elected to assume floodplain management powers and duties pursuant to A.R.S. §48-3610.

"Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM, and "administrative floodplains."

"Backfill" means the placement of fill material within a specified depression, hole or excavation pit below the surrounding adjacent ground level as a means of improving flood water conveyance or to restore the land to the natural contours existing prior to excavation.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides. This includes areas having earthen floors (such as spaces designed for utility access or storage).

"Base flood " means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation" means the elevation of the water surface of the base flood. The base flood elevation may be expressed in terms of elevation above a specified datum or as a flow depth.

"Breakaway walls" means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic, or any other suitable building material, which are not part of the structural support of the building and which are so designed as to break away during the base flood without damage to the structural integrity of the building on which they are used or any structures to which they might be carried by flood waters.

"Building" means any structure having a roof supported by columns or walls.

"Community" means any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Critical Facility" means a public or private facility which provides critical services to emergency response and/or recovery efforts in the event of flooding. Critical facilities include, but are not limited to fire stations, police stations, hospitals, emergency operations centers, as well as facilities for parking, maintenance and fueling of vehicles and equipment used in flood response and recovery efforts.

"Critical Feature" means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, and storage of materials and equipment located within the area of special flood hazard.

"Dwelling unit" means a building containing one or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single household.

"Encroachment" means the advance or infringement of any use into the floodplain or floodway that will impede the flow capacity of the channel, cause any increase in the regulatory floodway elevation during the occurrence of the one hundred (100) year flood and/or divert, retard, or obstruct the flow of floodwaters.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not per se covered under the National Flood Insurance Program. (See Flood-related erosion).

"Erosion Setback, or Flood-Related Erosion Setback" means a setback for structures which are eligible for federal flood insurance, from a point along a watercourse, usually the top of the nearest bank, for purposes of preventing damages from flood-related erosion.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed before the effective date of the floodplain management regulations adopted by the community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Financial Assistance" means any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, other than general or special revenue sharing or formula grants made to States.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land area from:

- (1) The overflow of flood waters and/or
- (2) The unusual and rapid accumulation of runoff of surface waters from any source,--and/or
- (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

"Flood Boundary Floodway Map" means the official map on which the Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Rate Zone" means a specific zone for flood insurance rating purposes as noted on the Flood Insurance Rate Map.

"Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source – see "flooding".

"Floodplain Administrator" means the position appointed and authorized by the Floodplain Board to administer and enforce the floodplain management regulations. This position shall be the Chief Engineer of the Gila County Flood Control District.

"Floodplain Board" means the Board of Directors of the Flood Control District of Gila County at such times as they are engaged in the enforcement of this ordinance.

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain Management Regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading/drainage and erosion control) and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. The design of such improvements must be certified by a Professional Engineer registered in the State of Arizona, and practicing within the field in which he is licensed. Within the "floodway," floodproofing shall, in addition to the above, mean the design and construction of improvements in such a manner as to prevent "encroachment", as defined herein.

"Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including, but not limited to, emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

"Flood-resistant materials" means construction materials and techniques designed so that no permanent damage is sustained as a result of exposure to floodwater for the duration of the base flood.

Where flood-resistant materials are required, they must be accepted by the Federal Emergency Management Agency (per published standards).

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway" when shown on a Flood Insurance Rate Map. An "administrative floodway" shall be regulated using the same criteria as for a "regulatory floodway."

"Floodway Fringe" means the portion of the regulatory floodplain beyond the limits of the floodway.

"Fraud and victimization" as related to Section 6.3 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Board of Directors of the Gila County Flood Control District will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Governing body" is the local governing unit, i.e., the Gila County Flood Control District, that is empowered to adopt and implement regulation to provide for the public health, safety and general welfare of its citizenry.

"Hardship" as related to Section 6.0, Variances, of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is: (1). Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or (2). Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or (3). Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
By an approved state program as determined by the Secretary of the Interior; or, Directly by the Secretary of the Interior if the state does not have an approved program.

"Improvements" means any man-made, immovable item which becomes part of, is placed upon, or is affixed to, real estate.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area including basement (see Basement definition). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance."

"Manufactured home" means a structure that is transportable in one or more sections, built on a permanent chassis, and is designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle", except that any recreational vehicle placed on a site for a period exceeding 180 consecutive days shall be considered a manufactured home for the purposes of this Ordinance.

"Manufactured home park or manufactured home subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots or spaces for rent or sale.

"Market Value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences. For purposes of "substantial improvement" calculations, the most recent appraisal of market value which has been

performed by the Gila County Assessors office may be used as an alternate method.

“Mean Sea Level” means, for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

“Mudslide” (i.e., mudflow) describes a condition where there is a river, flow or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover, and the subsequent accumulation of water on the ground, preceded by a period of unusually heavy or sustained rain. A mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

“Mudslide (i.e., mudflow) area management” means the operation of an overall program of corrective and preventive measures for reducing mudslide (i.e., mudflow) damage, including, but not limited to, emergency preparedness plans, mudslide control works, and floodplain management regulations.

“Mudslide (i.e., mudflow) prone area means an area with land surfaces and slopes of unconsolidated material where the history, geology and climate indicate a potential for mudflow.

“New construction” means, for purposes of determining flood insurance rates, structures for which the “start of construction” commenced on or after September 27, 1985, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after September 27, 1985, and includes subsequent improvements to such structures.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 27, 1985.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across, or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“One hundred year flood” means the flood having a one percent chance of being equaled or exceeded in any given year (see “Base flood”).

“Person” means any individual or his agent, firm, partnership, association, corporation, or agent of the aforementioned groups.

“Program” means the National Flood Insurance Program authorized by U.S.C. 4001-4128.

“Public safety” as related to Section 6.3 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage of flood water.

"Reasonable Repair or Alteration" (a) Such activity to a building or structure that would serve to maintain it in a manner approximating its original condition. (b) A change or rearrangement of the interior construction of an enclosed or partially enclosed building which has not been damaged to an extent exceeding fifty percent (50%) of its market value. (c) A change or rearrangement in the exterior finish or openings in an existing building not altering its exterior dimensions, or (d) Any work necessary to bring a building or structure into compliance with applicable building or life safety codes, the cost of which does not exceed fifty percent (50%) of its market value before the repair or alteration. All repairs or alterations located within a regulatory floodway must comply with the requirements for new construction in floodways. (See also "Substantial Improvements").

"Recreational vehicle" means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck; and
- (d) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel or seasonal use.

For floodplain management purposes, a vehicle of the type commonly referred to as a "park model" is not considered to be a recreational vehicle. For the purposes of this Ordinance, any "recreational vehicle" placed on a site for a period exceeding 180 consecutive days shall be considered a "manufactured home".

"Recreational vehicle park" means a plot of ground upon which two or more spaces with the required utilities and improvements are located and maintained for occupancy by recreational vehicles as temporary living quarters for recreation and vacation purposes.

"Regulatory flood elevation" (RFE) means an elevation one (1) foot above the base flood elevation or the floodway elevation, whichever is higher, for a watercourse for which the base flood elevation, as provided on the Flood Insurance Rate Map or adopted by the Board of Directors of the Gila County Flood Control District. For all other watercourses, the RFE shall be one foot above the base flood elevation determined using the criteria in the "State Standards".

"Regulatory Floodplain" means an "Area of Special Flood Hazard" delineated on an effective "Flood Insurance Rate Map."

"Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing County, State or Federal financial exposure with regard to the structure or other development.

"Repetitive loss structure" means a structure, covered by a contract for flood insurance issued pursuant to the National Flood Insurance Act, that has incurred flood-related damage on two occasions during any 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook,

etc.

“Sheet flow area” – see “Area of shallow flooding”.

“Small ~~Accessory Building Enclosure~~” means either 1) a building for “accessory use” with an enclosed area less than or equal to 200 square feet, for which a Gila County building permit is not required; or 2) an area less than or equal to 200 square feet, enclosed by walls or fences which do not allow the free passage of flood water, for which a Gila County building permit is not required.

“Special flood hazard area” means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“State Standard” means a document defining standards for floodplain management as adopted by the Arizona Director of Water Resources pursuant to ARS 48-3605(A).

“Structure” means a walled and roofed building, including a gas or liquid storage tank, whether installed on, above, or below the surface of land or water, as well as a manufactured home.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the “market value” of the structure before the damage occurred. For purposes of “substantial damage” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. For “substantial damage” calculations, the calculation of cost to restore the structure to its before damage condition shall use the construction cost methodology described in the definition of “substantial improvement.”

“Substantial improvement” means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the “market value” of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either

- (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement

official and which are the minimum necessary to assure safe living conditions or (2) any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

For purposes of “substantial improvement” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. The cost of reconstruction, rehabilitation, addition or other improvement of a structure, shall be based on the estimated cost of construction equations used by the Gila County Building Department as part of the permit fee calculation, unless better information is available or provided by the permit applicant. Costs of construction shall include the fair market value of all labor, whether the work is contracted, performed by the owner, or donated by others.

"Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

“Waste Disposal System” means any equipment, apparatus, or plumbing which provides a surface or subsurface method of disposing of or dispersing wastewater that has not been treated or processed by a wastewater treatment plant or facility or an on-site wastewater treatment facility that, at a minimum, achieves the performance specified in Arizona Administrative Code (A.A.C.) R18-9-E315(B)(1) and provides non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 or water pollution control regulations in effect at the time of permitting and construction.

The term “waste disposal system” does not include the following, which are considered either beneficial water resources or non-discharging facilities:

- 1) Equipment, apparatus or plumbing for gray water, irrigation water or potable water;
- 2) Composting toilet-gray water systems as specified in A.A.C. R18-9-E303 as well as Incinerating toilet-gray water systems and gray water reuse systems, provided that the composting toilet leachate is not discharged on-site unless treated per item 3 below;
- 3) Treatment plants for individual lots for which the treatment process was designed by a Registered Professional Engineer to achieve the performance specified in A.A.C. R18-9-E315(B)(1) and provide non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 (or meets the aquifer protection permit regulations current at the time of construction) and approved and permitted by Gila County.
- 4) Regional wastewater treatment facilities for which the treatment process was designed by a Registered Professional Engineer to meet applicable water quality standards, and operated under a permit from the Arizona Department of Environmental Quality.

Such allowable systems shall 1) be designed to eliminate infiltration of flood waters into the system and not discharge other than a final treated product into flood waters; 2) be located to avoid impairment to it or contamination from it during flooding; 3) comply with all floodway criteria contained in Section 5.8 of this Ordinance; and 4) comply with all water pollution control and aquifer protection regulations in effect at the time of permitting and construction.

“Water surface elevation” means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Watercourse master plan” means a hydraulic plan for a watercourse that examines the cumulative impacts of existing development and future encroachment in the floodplain and future development in the watershed on potential flood damages, and establishes technical criteria for subsequent development so as to minimize potential flood damages for all flood events up to and including the one hundred-year flood.

SECTION 3.0 GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all areas of special flood hazard within the jurisdiction of Gila County, Arizona, except those incorporated cities and towns which have adopted a resolution in accordance with A.R.S. §48-3610.

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "The Flood Insurance Study for Gila County, Arizona Unincorporated Areas" dated September 27, 1985, with accompanying Flood Insurance Rate Maps (FIRMs), and Flood Boundary and Floodway Maps (FBFMs), dated September 27, 1985, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study (FIS) and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator. The Board, within its area of jurisdiction may delineate for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of Water Resources. For development proposed in areas for which a detailed floodplain delineation has not yet been performed or adopted by the District, the developer shall provide a detailed floodplain and floodway delineation for the property on which development is proposed, prepared by a Professional Civil Engineer registered in the State of Arizona. Floodplain and Floodway delineations shall be in accordance with criteria in State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, State Standard 9-02, "Floodplain Hydraulic Modeling," or latest revision, and other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards. Such information may include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data. The FIS, FIRMs and FBFMs are on file at Gila County, 1400 East Ash, Globe, AZ 85501.

3.3 COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

3.4 ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed

restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. considered as minimum requirements,
- B. liberally construed in favor of the governing body, and
- C. deemed neither to limit nor repeal any other powers granted under State statutes.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Gila County, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

3.7 STATUTORY EXEMPTIONS

- A. In accordance with A.R.S. §48-3609, nothing in this ordinance shall affect:
 - 1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land, buildings, or structure is discontinued for twelve (12) months or destroyed to the extent of fifty percent (50%) of its value, as determined by a competent appraiser, any further use shall comply with all the provisions of this ordinance.
 - 2. “Reasonable repair or alteration” (see definitions) of property to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and which do not change the purposes for which the building was legally used on December 22, 1986.
 - 3. Reasonable repair of structures with the written authorization required by A.R.S. §48-3613.
 - 4. Facilities constructed pursuant to a certificate of environmental compatibility issued pursuant to A.R.S. Title 40, Chapter 2, Article 6.2.

B. In accordance with A.R.S. §48-3613, written authorization shall not be required, nor shall the Floodplain Board prohibit:

1. The construction of bridges, culverts, dikes, and other structures necessary to the construction of public highways, public roads, and public streets intersecting or crossing a watercourse .
2. The construction of storage dams for watering livestock or wildlife, structures on banks of a creek, stream, river, wash, arroyo, or other watercourses to prevent erosion of or damage to adjoining land, if the structure will not divert, retard or obstruct the natural channel of the watercourse, or dams for the conservation of floodwaters as permitted by A.R.S. Title 45 Chapter 6.
3. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations which will divert, retard, or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Board pursuant to regulations adopted by the Board under this article.
4. Other construction if it is determined by the Board that written authorization is unnecessary.
5. Any flood control district, county, city, town or other political subdivision, from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1.
6. The construction of streams, waterways, lakes and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision.
7. The construction and erection of poles, towers, foundations, support structures, guy wires, and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.

C. These exemptions do not preclude any person from liability if that person's actions increase flood hazards to any other person or property.

D. Before any construction authorized by subsection B of this Section may begin, the responsible person must submit plans for the construction to the Floodplain Administrator for review and comment.

E. In addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to this article. If a person is found to be in violation of this section, the court shall require the violator to either comply with this section if authorized by the Board or remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

3.8 DECLARATION OF PUBLIC NUISANCE

Every new structure, building, fill, excavation, or development located or maintained within any area of special flood hazard after December 22, 1986 in violation of this ordinance is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

3.9 ABATEMENT OF VIOLATIONS

After discovery of a violation of this ordinance, the Floodplain Administrator may take one or more of the following actions:

- A. Take administrative action to abate the violation; or
- B. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the Floodplain Administrator within thirty (30) days of such order, and he may submit a report to the Floodplain Board within twenty (20) days with a request that the Board either order abatement of the violation or grant a variance. At the next regularly scheduled public meeting, the Floodplain Board shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of Section 6.0 herein; or
- C. At the direction of the Board, record a notice of violation for the property; or
- D. Proceed with a criminal referral to the County Attorney pursuant to Section 3.10; or
- E. Request, or pass on a request from the property owner on which the violation occurred, that the Board issue a variance to this ordinance in accordance with the provisions of Section 6.0-herein; or
- F. Submit to the Administrator of Federal Insurance Administration a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended; or

~~G. Issue a "Certificate of Apparent Compliance" as evidence that there are no obvious violations of floodplain construction standards which are required to be abated, where the only apparent violation is the failure to obtain a floodplain use permit prior to construction. The Floodplain Administrator may issue a Certificate of Apparent Compliance only if:~~

- ~~1. _____ An Elevation Certificate is submitted by the property owner showing that the lowest floor elevation is at or above the regulatory flood elevation; and~~
- ~~2. _____ If it appears, based on inspection, that the structure was built in substantial compliance with the current effective floodplain ordinance; and~~
- ~~3. _____ If in a floodway, engineering calculations are submitted by the property owner showing that the construction did not result in any increase on flood levels during the occurrence of the base flood discharge; and~~
- ~~4. _____ The property owner signs an affidavit stating that all information submitted for and in behalf of the land owner's~~

~~request for a Certificate of Apparent Compliance is true and correct to the best of the land owner's knowledge and belief, and that the land owner consents to the Certificate of Apparent Compliance being recorded in the County Recorder's office.~~

~~Obtaining a Certificate of Apparent Compliance does not exempt the property owner from any penalties for not obtaining a permit prior to construction, and shall not create a liability on the part of the Gila County Flood Control District, its officers or employees, for any damages which may occur as the result of unseen factors. Obtaining a Certificate of Apparent Compliance does not relieve the property owner of any liability for damages occurring as a result of the construction, and does not exempt the property owner from future actions by the Gila County Flood Control District to abate violations which were unseen at the time the certificate was issued.~~

- ~~H. G.~~ Pursue Civil Penalties pursuant to Section 3.10 upon the violator, and/or property owner as appropriate, for the violation of any section of this Ordinance, in accordance with a Penalty Schedule and Procedure per Section 3.10 of this ordinance.

3.10 CIVIL PENALTIES

A. Civil Penalties:

Any person, firm or corporation, whether as principal, owner, **applicant**, agent, tenant, employee or otherwise, who violates any provisions of this Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. **The civil penalty for violations of this Ordinance shall be pursuant to gila County Ordinance No. 05-01, titled Gila County Hearing Officer Rules of Procedures, and subsequent revisions. An alleged violator shall be entitled to an administrative hearing on his liability, and review by the Board of Supervisors as provided in Ordinance No. 05-01.**

B. Remedies:

All remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof. In addition to the other remedies provided in this article, the Board of Supervisors, the County Attorney, the Inspector, or any adjacent or neighboring property owner who is damaged by the violation of any provision of this Ordinance, may institute, in addition to the other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

~~C. Procedure:~~

~~The alleged violator shall be sent notice of the violation and given a minimum of 30 days to correct the violation. If the violation a risk of loss of life, the 30 day minimum does not apply, but reasonable accommodations must be made for correction of the violation. The alleged violator shall be given the opportunity for a hearing before a hearing officer, whose shall decide the penalties to be imposed, within the guidelines contained in this Ordinance. Those aggrieved by the decision of the Hearing Officer may appeal that decision to the Floodplain Board.~~

~~D. Schedule of Civil Penalties for Violation of the Gila County Floodplain Management Ordinance:~~

~~The Board establishes the amounts of civil penalties for violations and authorizes the hearing officer to impose civil penalties for grading violations in the following amounts:~~

~~**1. First Violation**~~

~~For an individual person: Not more than \$700 per day of continuing violation.~~

~~For an enterprise: Not more than \$10,000 per day of continuing violation.~~

~~**2. Subsequent Violations of the Same Provision**~~

~~For an individual person: Not less than \$100.00 nor more than \$700.00 per day of continuing violation.~~

~~For an enterprise: Not less than \$200.00 nor more than \$10,000.00 per day of continuing violation.~~

3.11 UNLAWFUL ACTS

A. It is unlawful for a person to engage in any development or to divert, retard, or obstruct the flow of waters in any watercourse regulated by this Ordinance if it creates a hazard to life or property without securing the written authorization of the Floodplain Board. Where the watercourse is a delineated floodplain, it is unlawful to engage in any “development” affecting the flow of waters without securing written authorization of the Floodplain Board.

B. Any person violating the provisions of section 3.11, paragraph A, shall be guilty of a Class 1 Misdemeanor.

3.12 SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 4.0 ADMINISTRATION

4.1 ESTABLISHMENT OF FLOODPLAIN USE PERMIT

Except for those uses specifically exempted under Section 3.7 of this Ordinance, a Floodplain Use Permit shall be obtained before construction or development, including placement of mobile homes, begins within any area of special flood hazard established in Section 3.2. Application for a Floodplain Use Permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans drawn to scale showing the nature, location, dimensions, elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

A. Proposed elevation, in relation to mean sea level, of the lowest floor (including basement) of all structures; except in Zone AO, elevation of existing highest adjacent natural grade and proposed elevation of lowest floor of all structures. In Zone “A” or in administrative floodplains where base flood elevations have not been established, the proposed elevation above the flowline of all regulated watercourses potentially affecting the structure is required.

B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.

C. Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 5.1.C.3; and,

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

4.2 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is authorized to administer, implement and enforce the provisions of this ordinance by granting or denying Floodplain Use Permits in accordance with its provisions. The Floodplain Administrator may delegate to others the duties and authority necessary to carry out these duties as outlined in Section 4.3. **Unless the duties are delegated to individuals under the direct supervision of the Floodplain Administrator, the Floodplain Administrator shall specify, in writing, which individual(s) is(are) responsible for each specific delegated duty.**

4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

A. Review all Floodplain Use Permit Applications to determine that:

1. The permit requirements of this ordinance have been satisfied.
2. The site is reasonably safe from flooding.
3. The proposed development does not adversely affect the flood carrying capacity of the area of special flood hazard where a floodway has not been designated. For purposes of this ordinance, "adversely affects" means that the cumulative effect of the proposed development when combined with all other post-FIRM existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point.
4. All other required state and federal permits have been obtained.

B. Advise in writing and provide a copy of any multiple lot development plan, to any city or town having assumed jurisdiction over its floodplains in accordance with A.R.S. §48-3610, of any application for a floodplain use permit or variance to develop land in a floodplain or floodway within one mile of the corporate limits of such city or town. The District shall also advise such city or town in writing and provide a copy of any development plan of any major development proposed within a floodplain or floodway which could affect floodplains, floodways, or watercourses within such city's or town's area of jurisdiction.

C. Use of other base flood data. When base flood elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data available from federal, state or other sources in order to administer Section 5.0. Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Arizona Director of Water Resources and shall be submitted to the Floodplain Board for adoption.

D. Obtain and maintain for public inspection and make available as needed for Flood Insurance Policies:

1. The **certified** elevation **certification** required in Section 5.12.C.1;
2. The **elevation** certification required in Section 5.12.C.2;
3. The floodproofing certification required in Section 5.12.C.3;
4. **The flood vent certification required in section 5.2.C.4; and**
5. **The certified** elevation **certification** required in Section 5.45.B;

E. Whenever a watercourse is to be altered or relocated:

1. Notify adjacent communities and the Arizona Department of Water Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration through appropriate means.

2. Require that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.
 3. When the alteration or relocation of a watercourse causes a rise in the Base Flood Elevation, or inundation of areas not previously in the special flood hazard area, as soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall require those doing the watercourse alteration or relocation to notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.
- F. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Arizona Director of Water Resources.
- G. Make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazards (for example, there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 6.0.
- H. Take actions on violations of this ordinance as required in Section 3.9 herein. The Floodplain Administrator shall not knowingly issue permits for structures built without first obtaining a floodplain use permit, where such a permit should have been issued.
- I. Complete and submit a Biennial Report to the Federal Emergency Management Agency.
- J. Ensure that “substantial improvement” or “substantial damage” calculations are done in accordance with the procedures described in the definitions of “market value,” “substantial damage,” and “substantial improvement” in section 2.0 of this Ordinance.

SECTION 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 DESIGN STANDARDS

The “State Standards” as defined in this Ordinance, and subsequent revisions, shall serve as the basic design criteria, unless the Gila County Flood Control District Board of Directors adopts specific design criteria to supplement or supersede the State Standards.

5.2 STANDARDS OF CONSTRUCTION

In all areas of special flood hazard, the following standards are required:

A. Anchoring

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
2. All manufactured homes shall meet the anchoring standards of Section 5.6.B.

B. Construction Materials and Methods

1. All new construction and substantial improvements shall be constructed using materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilating, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
4. Require within Zones AH or AO that adequate drainage paths around structures on slopes guide flood waters around and away from proposed or existing structures.

C. Elevation and Floodproofing

- ± **Elevation (general requirement).** New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated to or above the regulatory flood elevation. ~~Nonresidential structures may meet the standards in Section 5.2.C.3.~~ Upon the completion of the structure, the elevation of the lowest floor, including “basement,” shall be certified by a registered civil engineer or surveyor and provided to the Floodplain Administrator. **Notwithstanding the requirements of this subsection, the following special requirements and exceptions apply to certain types of new construction and substantial improvements and to certain flood hazard zones:**

21. Elevation (Where No Base Flood Elevation is Specified).
- a. Elevation in AO Zone. New construction and substantial improvement of any structure in Zone AO (only) shall have the lowest floor, including “basement” higher than the highest adjacent grade and at least one foot higher than the depth number on the FIRM, or at least two feet if no depth number is specified. Nonresidential structures may meet the standards in Section 5.2.C.3. Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification to the Floodplain Administrator.
 - b. Elevation in A Zone (no Base Flood Elevation Specified). New Construction and substantial improvement of any structure in Zone A (only) shall have the lowest floor, including “basement” elevated to or above the regulatory flood elevation, as calculated by a Registered Professional Engineer, registered in the State of Arizona, or as provided by Gila County based on Arizona Department of Water Resources State Standards. In Zone A (only) the Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator.
32. Dry Floodproofing (Commercial or Industrial Structures). Commercial or industrial structures which do not include any residential uses shall either be elevated in conformance with Section 5.2.C.1 or 5.2.C.2 as applicable, or, together with attendant utility and sanitary facilities:
- a. Be floodproofed so that below the regulatory flood elevation, the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator.
43. Wet Floodproofing (areas attached to residential structures). ~~Require, for all n~~New construction and substantial improvements of ~~non-residential structures, that attached~~ fully enclosed areas attached to residential structures, may be placed below the lowest floor ~~that are provided that such areas are~~ useable solely for parking of vehicles, building access, or storage in an area other than a “basement” and ~~which are subject to flooding, are shall be~~ designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exist of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
- a. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

- b. The bottom of all openings shall be no higher than one foot above grade; and
- c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.
- d. All construction is to be of “flood-resistant materials” below the regulatory flood elevation.
- e. The lowest floor elevation, number of openings, dimensions, and locations, together with photographic documentation, shall be certified by a registered professional engineer or land surveyor on the FEMA Elevation Certificate form. Such certification shall be provided to the Floodplain Administrator.

54. Wet Floodproofing (detached "accessory structures"). Detached “accessory structures” (see definitions) which do not exceed 600 square feet of floor area may be permitted with the lowest floor below the regulatory flood elevation ~~under the provisions of~~ if constructed in accordance with the criteria in Section 5.2.C.4(a through e).

65. Wet Floodproofing (large detached buildings for parking and storage). Detached buildings designed for “accessory uses” (see definitions) which exceed the 5600 square feet size limit in the definition of “accessory structure,” and which are used solely for parking and storage, may be permitted with the lowest floor below the regulatory flood elevation under the provisions of Section 5.2.C.4(a through ee), **only** if a variance is obtained per Section 6.3.F. **A variance may not be issued to waive the requirement that the mechanical and utility equipment be elevated or floodproofed to at or above the regulatory flood elevation.**

76. Small Sheds and Enclosed Areas. Structures meeting the definition of “small ~~accessory building enclosure~~” (see definition) which are exempt from a Gila County Building Permit, are exempt from a Floodplain Use Permit if located within a floodway fringe, or if within a floodway and constructed per Section 5.8.D.

87. Manufactured Homes. Manufactured homes shall meet the above standards and also the standards in Section 5.6 of this ordinance. **In addition to the requirements in this ordinance, manufactured homes must also meet any and all applicable standards of the Arizona Office of Manufactured Housing for placement of manufactured homes in floodplains.**

9D. Critical Facilities. Construction of new “critical facilities” shall be, to the maximum extent possible, located outside the limits of the 500-year floodplain (0.2% probability of occurrence) or protected from damage or loss of access from a 500-year flood. Construction of new critical facilities shall be permissible within the 500-year floodplain if no feasible alternative site is available.

E. Local Drainage. All development regulated by this ordinance must additionally be in compliance with the Gila County Grading and Drainage Ordinance.

5.3 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT

A. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

B. Storage of other materials or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

5.4 STANDARDS FOR UTILITIES

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

C. “Waste disposal systems” shall not be installed wholly or partially in a regulatory floodway.

5.5 STANDARDS FOR SUBDIVISIONS

A. All subdivision proposals shall identify the limits of special flood hazard area, the elevation of the base flood, and the floodway.

B. All final subdivision plans will provide the regulatory flood elevation for all lots located within the regulatory floodplain and for all lots on watercourses having a contributing drainage area of 640 acres or more, and shall also provide a **floodplain and** floodway delineation for such watercourses. All lots located partially within the floodway shall have adequate building envelopes shown outside of the floodway. If the site is to be filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.

C. All proposed subdivisions shall be designed in a manner consistent with the need to minimize flood damage.

D. All new subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

E. All new subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

F. All new subdivisions shall make provisions for “all-weather access” both within the subdivision boundary and along access routes.

G. Proposals for all new developments greater than 50 lots or 5 acres, whichever is the lesser, shall provide regulatory flood elevations and **100-year floodplain and** floodway delineations for regulatory floodplains and watercourses having contributing drainage areas of 640 acres or more, whether or not the development falls under the jurisdiction of the Gila County Subdivision Regulations. This includes subdivisions, mobile home parks, and land divisions where any alteration of the land is proposed, including, but not limited to as new roadways, utility installation, drainage channel improvement, or drainage channel crossings. ~~The base flood elevation and floodway information shall be provided at the expense of the developer if such information, developed according to current standards and acceptable to the Floodplain Administrator, is not already available as public information.~~ **It is the developer's responsibility to provide at his expense the base flood elevation, 100-year flood plain and floodway information. The Floodplain Administrator shall not accept such information unless the developer can verify that it has been developed according to currently accepted engineering standards.**

5.6 STANDARDS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND SUBDIVISIONS

A. Placement of Manufactured Homes

A manufactured home may be located or replaced within the floodplain either in a new or existing space, lot or parcel provided that the manufactured home is either:

1. Elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation, or
2. In existing manufactured home parks with no substantial damage, the manufactured home must be supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade. The lowest point of all attached appliances and equipment must be no less than 36 inches above grade.

B. Anchoring

All manufactured homes and additions to manufactured homes shall be anchored to resist flotation, collapse, or lateral movement by one of the following methods:

1. By providing an **engineered** anchoring system designed to withstand minimum horizontal forces of twenty-five pounds per square foot and uplift forces of fifteen pounds per square foot.
2. By providing over-the-top and frame ties to ground anchors.

For both options 1 and 2 above, Aall components of the anchoring system be capable of carrying a force of 4,800 pounds.

Unless manufacturer's or engineer's calculations are provided to show that the proposed tie-downs meet criteria (1) above, one of the following methods shall be used:

- a. Over-the-top ties to be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, except that manufactured homes less than fifty (50) feet long require one additional tie per side;

- b. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points, except that manufactured homes less than fifty (50) feet long require only four additional ties per side.

C. **Manufactured Home Parks and Manufactured Home Subdivisions**

In addition to those standards set forth in the Gila County Zoning Ordinance, the following standards are required for (a) manufactured homes not placed in manufactured home parks or subdivisions, (b) new manufactured home parks or subdivisions, (c) expansions to existing manufactured home parks or subdivisions, and (d) repair, reconstruction, or improvements to existing manufactured home parks or subdivisions that equals or exceeds fifty (50) percent of the value of the streets, utilities, and pads before the repair, reconstruction, or improvement commenced.

1. Adequate surface drainage and access for a hauler shall be provided.
2. All manufactured homes shall be placed on pads or lots elevated on compacted fill or in pilings so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.

If elevated on pilings:

- a. The lots shall be large enough to permit steps;
- b. The pilings shall be placed in stable soil no more than ten feet apart; and
- c. Reinforcement shall be provided for pilings more than six feet above the ground level.
- d. The pilings shall meet building code requirements in effect in Gila County at the time of permit issuance, as determined by the Gila County Building Official.

D. Any manufactured home placed within a floodway shall, in addition to the requirements of this section, meet all the requirements of Section 5.8.

5.7 STANDARDS FOR RECREATIONAL VEHICLES

A. All recreational vehicles placed on site will either:

1. Be on site for fewer than 180 consecutive days, and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions), or
2. Meet the requirements of Section 4 of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 5.6.

B. The following additional requirements shall apply to a recreational vehicle park:

1. Occupants shall be given notice on a form acceptable to the Floodplain Administrator that their recreational vehicle is being placed within a flood hazard area.
2. No units are stored.
3. If a unit is to be left unoccupied for a period exceeding twenty-four hours, the park owner or his designated agent is notified.
4. The owner of the park is fully responsible for the removal of recreational vehicles from spaces within the floodplain in the event that an evacuation is ordered.
5. A site plan of the park and an emergency action plan must be submitted to and approved by the Gila County Department of Emergency Services, and the Floodplain Administrator. The site plan shall show those spaces designated for the exclusive occupancy of recreational vehicles.
6. Recreational vehicle parks shall not be placed in areas subject to flash flooding.
7. An adequate flood warning system shall be established, if one does not already exist.

5.8 FLOODWAYS

Located within areas of special flood hazard established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- B. If Section 5.8 is satisfied, all new construction and substantial improvements shall also comply with all applicable flood hazard reduction provisions of Section 5.
- C. If no floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the "State Standards," or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.

D. A small enclosure shall be considered to be in compliance with the floodway encroachment criteria if:

1. The sides of the enclosure are constructed of breakaway materials;
2. The sides of the enclosure must be anchored to prevent flotation and to prevent parts from being carried downstream by floodwaters; and
3. The enclosed area does not exceed 200 square feet.

E. A structure shall be considered to be in compliance with the floodway encroachment criteria if the entire structure is shown to be within an ineffective flow area created by an existing grandfathered or legally permitted structure where the floodway encroachment issues have been adequately addressed.

F. A structure shall be considered to be in compliance with floodway encroachment criteria if it is shown that the 1) the structure is elevated in a manner that provides the minimum practical obstructions to flow below the regulatory flood elevation, 2) no fill is placed in the floodway, and 3) the loss of hydraulic conveyance due to the structure is mitigated.

5.9 FLOOD RELATED EROSION-PRONE AREA

A. The Floodplain Administrator shall require floodplain use permits for proposed construction and other development within all flood-related erosion-prone areas known to the community.

B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.

~~C. If a proposed development is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvements shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard, and to protect the development.~~

~~D.~~ Within Zone E on the Flood Insurance Rate Map, a setback is required for all new development from the lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard rate, in relation to the anticipated “useful life” of structures, and depending upon the geologic, hydrologic, topographic and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only.

~~E~~D. Within ~~or adjacent to~~ flood hazard zones designated by codes beginning with the letter “A” on the Flood Insurance Rate Map, or within or adjacent to an administrative floodplain, the Floodplain

Administrator may determine an erosion setback for a particular watercourse or parcel, based on State Standard 5-96 and subsequent revisions, geology, geomorphology, topography, history of erosion processes, visual observations of erosion, or other evidence of flood-related erosion or flood-related erosion potential. In no case shall the erosion setback be reduced to less than twenty (20) feet, unless adequately engineered, constructed and maintained erosion protection measures are in place or are to be installed as part of the development, or unless a lesser setback is justified by appropriate engineering analysis. **If a proposed development is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvements shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard, and to protect the development. Structure-specific erosion control, such as construction on piers placed to below the scour depth (determined by a Registered Professional Engineer), and designed to totally support the structure if scour occurs below the structure, may be used as an alternative to watercourse bank erosion protection.**

SECTION 6.0 VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Gila County Flood Control District to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the regulatory flood elevation are so serious that variances from the flood elevation or from other requirements in the Gila County Floodplain Management Ordinance are rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore the variance guidelines provided in this Ordinance are detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 APPEAL BOARD

A. The Floodplain Board of Gila County shall hear and decide appeals and requests for variances from the requirements of this ordinance.

B. The Floodplain Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

C. Those aggrieved by the decision of the Floodplain Board, or any taxpayer, may appeal such decision to the Superior Court of Gila County.

D. In passing upon variance applications, the Floodplain Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such

damage on the individual owner;

4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. The compatibility of the proposed uses with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
12. The potential legal liability of allowing development to occur in a manner that could pose a hazard to life or property.

E. Upon consideration of the factors of Section 6.2.D and the purposes of this ordinance, the Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

F. Any applicant to whom a variance is granted shall be given written notice over the signature of the Chairman of the Floodplain Board that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
2. Such construction below the base flood level increases risks to life and property.
3. Such notification shall be maintained with a record of all variance actions required in Paragraph 6.2.G of this ordinance. Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program. A copy of the notice shall be recorded by the floodplain Board in the office of the Gila County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

G. The Floodplain Administrator shall maintain the records of all variance actions, including

justification for their issuance, and report any variances to the Federal Insurance Administration upon request.

6.3 CONDITIONS FOR VARIANCES

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the procedures of Sections 4 and 5 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. Variances shall only be issued upon:

1. A showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional "hardship" to the applicant;
3. A showing that the use cannot perform its intended purpose unless it is located- or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this ordinance in the definition of "Functionally Dependent Use."; and
4. A determination that the granting of a variance will not result in increased flood heights, additional threats to "public safety," extraordinary public expense, create nuisances, cause "fraud" on or "victimization" of the public, or conflict with existing local laws or ordinances.

F. A variance to allow wet floodproofing of a structure detached from the main building, and larger than 5600 square feet, may be granted, if the Floodplain Board verifies that 1) elevation of the structure to the regulatory flood elevation would make the intended use unfeasible, 2) the proposed structure is designed for "accessory uses," 3) the proposed structure meets the floodproofing requirements of either Section 5.2.C.3 or meets the wet floodproofing ("flood venting") requirements of section 5.2.C.4, and 4) the building is to be constructed of flood resistant materials

below the regulatory flood elevation. Variances shall not be issued for such buildings within any designated floodway unless the applicant proves, by engineering analyses, that no increase in flood levels during the base flood discharge would result. Records of these variances and the justification for their issuance shall be maintained indefinitely, and the variances should be reported to the Arizona Department of Water Resources.

When a variance is granted to wet floodproof a detached building larger than 600 square feet used for “accessory uses,” an Elevation Certificate (on the current FEMA form) is still required to certify the actual lowest floor elevation, the elevation to which it is constructed of flood-resistant materials, the size and location of the required flood vents, the elevation to which mechanical equipment is placed, and the elevation at which utilities are placed or to which utilities are floodproofed.

G. Variances cannot be granted to section 5.4.C of this ordinance.

SECTION 7.0
ADMINISTRATIVE SPECIAL FLOOD HAZARD AREAS Also Known As
(ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS)

7.1 FLOOD LIMITS SHOWN ON SUBDIVISION PLATS

Any 100-year floodplain of a watercourse having a contributing drainage area of 640 acres or more, and containing base flood elevations, shown on a subdivision plat which has been approved by the Gila County Board of Supervisors after the effective date of this ordinance are is hereby designated as an Administrative Special Flood Hazard Areas and shall be regulated as a Special Flood Hazard Areas pursuant to Section 3.2 of this Ordinance, for those watercourse reaches not covered by a Special Flood Hazard Area designation on an effective Flood Insurance Rate Map or Letter of Map Change issued by the Federal Emergency Management Agency. A map based on more detailed information than what was used in the floodplain delineation on the subdivision plat, when adopted by the Floodplain Board, shall supersede the floodplain delineation on the subdivision plat.

7.2 ADOPTION OF OTHER ADMINISTRATIVE FLOODPLAINS

Any floodplain delineation performed in accordance with methodologies in State Standard 2-96 et. Seq., other applicable State Standards, or county, state, or federal floodplain delineation standards, including special engineering studies, field calculations and historical data may be adopted by Board action as administrative floodplains, where such delineation is deemed beneficial to the goal of minimizing flood damage within Gila County. Floodplains delineated per section 5.5.G of this Ordinance shall become Administrative Floodplains when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.

7.3 AUTOMATIC SUPERSEDEENCE

Any Administrative Special Flood Hazard Area shall be automatically superseded by one of the following:

- A. A revision by the Federal Emergency Management Agency to the effective Flood Insurance Rate Map for the reach of the regulatory watercourse for which the revision is applicable. Such revision types include, but are not limited to Physical Map Revisions, Letters of Map Amendment or Letters of Map Revision, on the effective date of such revision; or
- B. The adoption by the Board of Directors of the Gila County Flood Control District of an Administrative Special Flood Hazard Area by the Board for the same reach of the regulatory watercourse based on a more detailed hydraulic study or other acceptable methodology as described in Section 3.2 of this Ordinance.

7.4 DETERMINATION OF REGULATORY FLOOD ELEVATIONS

- A. For ~~Special Flood Hazard Areas without base flood elevations shown on the Flood Insurance Rate Map, and for~~ Administrative Special Flood Hazard Areas without base flood elevations available, Regulatory Flood Elevations used to set lowest floor elevations for new development and substantial improvements shall be submitted by the applicant with an Application for a Floodplain Use Permit or Floodplain Clearance. The calculations and reports which are submitted to the Floodplain Administrator to establish the regulatory flood elevation must be sealed by a Professional Engineer registered in the State of Arizona, in accordance with Rule R4-30-304(D)(1) of the Arizona State Board of Technical Registration, et. seq. The acceptable methodology for the determination of the regulatory flood elevation shall include State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, all other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards. Such information may also include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data, **if approved by the Floodplain Administrator. The Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator.**
- B. The applicant may agree in writing to use the best information available to the Gila County Floodplain Administrator at the time the application is being processed, in lieu of submitting the required information described above.
- C. If the information available to the Floodplain Administrator is not acceptable to the applicant, the applicant may then sign a refusal to use the best available information and will be required to submit engineering calculations to determine the regulatory flood elevation, as described above, before a Floodplain Use Permit or Floodplain Clearance may be issued.

7.5 REQUIREMENT FOR PERMIT OR CLEARANCE

A Floodplain Use Permit pursuant to Section 4.1 or a Floodplain Clearance per Section 7.6.B of this Ordinance is required prior to development on parcels lying partially or entirely within the Administrative Special Flood Hazard Area.

7.6 CRITERIA FOR ISSUANCE OF FLOODPLAIN USE PERMIT OR FLOODPLAIN CLEARANCE

- A. A Floodplain Use Permit is required for development on parcels lying partially or entirely within Administrative Special Flood Hazard Areas if the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be on ground partially or entirely inundated by floodwaters below the base

flood elevation, if excavation is proposed below the base flood elevation, or if elevation information is not yet available at the time of the application for a permit.

- B. An expedited process, the Floodplain Clearance, may be used in lieu of a Floodplain Use Permit for development on parcels lying partially or entirely within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location and extent of the development and the regulatory flood elevation.

7.7 ADMINISTRATIVE FLOODWAYS

Located within administrative areas of special flood hazard may be areas designated as administrative floodways. Since the administrative floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. All provisions of Section 5.8 applicable to regulatory floodways shall apply to administrative floodways.
- B. If Section 5.8 is satisfied, all new construction and substantial improvements in administrative floodways shall also comply with all applicable flood hazard reduction provisions of Section 5, using the same provisions as if in a regulatory floodway and regulatory floodplain.
- C. If no administrative floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the “State Standards,” or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.
- D. Floodways delineated per section 5.5.G of this Ordinance shall become Administrative Floodways when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.
- E. The provisions of Section 5.4.C of this Ordinance do not apply in administrative floodways.

7.8 VARIANCES WITHIN ADMINISTRATIVE AREAS OF SPECIAL FLOOD HAZARD

The variance procedures within Administrative Areas of Special Flood Hazard are identical to those in

any Area of Special Flood Hazard, as prescribed in Sections 6.1 through 6.3 of this Ordinance.

**SECTION 8.0
AMENDMENTS**

8.1 ORDINANCE MAY BE AMENDED, ETC

The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, or repealed at the initiation of the Gila County Floodplain Board by said Board following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

8.2 HEARING BEFORE THE GILA COUNTY FLOODPLAIN BOARD AND PROVISIONS

A. Upon initiation of a hearing to amend, the Floodplain Board shall set a date, time and place and cause notice of same to be published in a newspaper of general circulation in the County at least thirty (30) days prior to the date of said hearing.

B. Full text of any proposed amendments to the Ordinance shall be available for inspection by the public at the office of the Floodplain Administrator at least thirty (30) days prior to the amendment hearing.

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PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a Public Hearing, pursuant to A.R.S. §11-251.05, to discuss adoption of an amendment to Ordinance, Floodplain Management. The amendment revises the following:

Addition/Change to Section 2.0 Definitions; Accessory Structure, Flood Insurance Study, Flood-Resistant Materials, Small Accessory Building (Accessory Building changed to Enclosure), Substantial Damage, Substantial Improvement, Waste Disposal System.

Deletion/Change to Section 3.9 Abatement Violations G.1. – G.4. deleted.

Addition/Deletion to Section 3.10 Civil Penalties A., C.

Addition to Section 4.2 Designation of the Floodplain Administrator.

Addition/Change to Section 4.3 Duties and Responsibilities of the Floodplain Administrator D.1. – D.5., E.3., I., J.

Addition/Deletion/Change to Section 5.2 Standards of Construction C., D., E.

Change to Section 5.4 Standards for Utilities C.

Change to Section 5.5 Standards of Subdivisions B. and G.

Change to Section 5.6 Standards for Manufactured Homes and Manufactured Home Parks and Subdivisions B.1. and B.2.

Addition/Deletion to Section 5.9 Flood Related Erosion-Prone Area C., D., E.

Addition/Change to Section 6.3 Conditions for Variances F.

Addition/Change to Section 7.1 Flood Limits Shown on Subdivision Plats.

Addition/Deletion/Change to Section 7.4 Determination of Regulatory Flood Elevations A.

Addition to Section 7.7 Administrative Floodways E.

Addition of Index.

This hearing will take place on Tuesday, October 26, 2010 at 10:00 a.m. at the Gila County Courthouse, Supervisors' Auditorium, 1400 E. Ash Street, Globe, Arizona.

Any interested parties may appear then and there for public comment.

Dated this 9th day of September 2010.



Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

Arizona Silver Belt publication:

Payson Roundup publication:

September 22, 2010

September 24, 2010

1400 E. Ash Street
Globe, AZ 85501
Phone: 928-425-3231, ext. 8899
Fax: 928-425-8104

Gila County Public Works

Fax



To: Paula **From:** Shannon Boyer

Fax: 928/474-1893 **Date:** September 15, 2010

Phone: **Pages:** 2 including cover sheet

Re: Publish Public Notice **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **As Requested**

•Comments:

Please publish the attached Public Notice in the September 24, 2010 edition of the Payson Roundup. The account number you can charge this to is 104173-20 Gila County Engineering. Please call me at 928/402-8899 if you have any questions.

Thanks,

Shannon

1400 E. Ash Street
Globe, AZ 85501
Phone: 928-425-3231, ext. 8899
Fax: 928-425-8104

Gila County Public Works

Fax



To: Bethel

From: Shannon Boyer

Fax: 928/425-7001

Date: September 15, 2010

Phone:

Pages: 2 including cover sheet

Re: Publish Public Notice

CC:

Urgent **For Review** **Please Comment** **Please Reply** **As Requested**

•Comments:

Please publish the attached Public Notice in the September 22, 2010 edition of the Silver Belt. The account number you can charge this to is 104173-20 Gila County Engineering. Please call me at 928/402-8899 if you have any questions.

Thanks,

Shannon

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Shannon Boyer, Public Works Division

Department: Public Works Division

Presenter's Name: Steve Stratton/Darde deRoulhac

Information

Request/Subject

Variance Request from Gila County Floodplain Ordinance 303-06-068A

Background Information

This is a request to build an 884 sq ft garage with lowest floor below regulatory flood elevation, because of steep driveway slopes if elevated. Property is in Tonto Creek floodplain at Bear Flat.

Evaluation

Applicant desires to build in accordance with wet-floodproofing provisions (flood vents, flood-resistant materials, etc.) in the Ordinance in lieu of elevating the floor. Per the Ordinance, a variance is required to permit wet-floodproofing for a garage larger than 500 square feet in area.

Conclusion

The Ordinance makes provisions for this type of variance in Section 6.3.F.

Recommendation

Staff recommendation is that the Board approve the variance, subject to the stipulations stated in the suggested motion.

Suggested Motion

Information/Discussion/Action to approve a variance from Section 5.2.C of the Gila County Floodplain Management Ordinance for Dr. Tom Kalos to construct a garage with the lowest floor elevation below the regulatory flood elevation, protecting the structural integrity of the building by using wet-flood-proofing techniques noted in Section 5.2.C.4(a through c) of the Ordinance and flood-resistant materials below the regulatory flood elevation, on Parcel Number 303-06-068A, located in Bear Flat, in the Tonto Creek floodplain. The Building is not to be converted to habitable uses. **(Steve Stratton/Darde deRoulhac)**

(Motion to adjourn as the Gila County Flood Control District Board of Directors and convene as the Gila County Library District Board of Directors)

Attachments

Link: [GCFMO Floodplain Variance Request](#)

BACKGROUND INFORMATION:

Request:

This request is being made under the provisions of Section 5.2.C.6 of the Gila County Floodplain Management Ordinance for a variance to allow construction of a detached garage / storage building exceeding 500 square feet with the lowest floor elevation below the Regulatory Flood Elevation, subject to the wet-floodproofing stipulations stated in Section 5.2.C.4(a through c). The justification for the variance request is outlined in the following letter from Hinshaw Associates.



405B W. Main Street
Payson, AZ 85541
Ph. (928) 474-3630 Fax (928) 474-4625
Email: office@hinshawassociates.net

September 22, 2010

Darde G. de Roulhac, P.E., CFM
Chief Engineer and Floodplain Administration
Gila County Flood Control District
107 W. Frontier Street, Suite A
Payson, AZ 85547

Dear Mr. Roulhac,

Please consider this request for a variance on parcel 303-06-068A for new construction of a garage and storage building in excess of 500 s.f. The F.F.E. of which will be below the B.F.E.

Elevation of the structure to the regulatory flood elevation would make the intended use unfeasible due to severe ramping of at least 7 ½ ft. This height over a distance of the 20 foot setback to the roadway would be excessive as well as dangerous especially in wet or slippery conditions such as snow and ice.

The proposed structure is designed for "accessory uses" and would meet or exceed the wet flood proofing ("flood venting") of 1 sq. inch open side wall spaces per 1 sq. ft. of floor space as noted in section 5.2.C.4. a, b, and c of the Gila County Floodplain Management Ordinance

Finally, the building is to be constructed of flood resistant materials below the regulatory flood elevation, including concrete flooring and concrete block side walls. Due to other existing buildings, well, and the existing septic and leach field locations no other building site is possible for the proposed structure.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Rex Hinshaw".

Rex Hinshaw
Hinshaw Associates

A handwritten signature in black ink, appearing to read "Thomas O. Kalos".

Dr. Tom Kalos
Owner

Explanation:

The Gila County Floodplain Management Ordinance (as amended April 15, 2008) contains a procedure whereby a detached garage useable solely for parking and storage, may be constructed without elevating the lowest floor to or above the regulatory flood elevation, as is generally required.

The applicant, Dr. Tom Kalos, desires to build a detached garage, but is concerned over the excessive slope that would be required on a driveway leading from the roadway into the garage, if the garage floor is elevated to the regulatory flood elevation.

Section 5.2.C.6 of the Ordinance allows such a building to be constructed below the regulatory flood elevation if

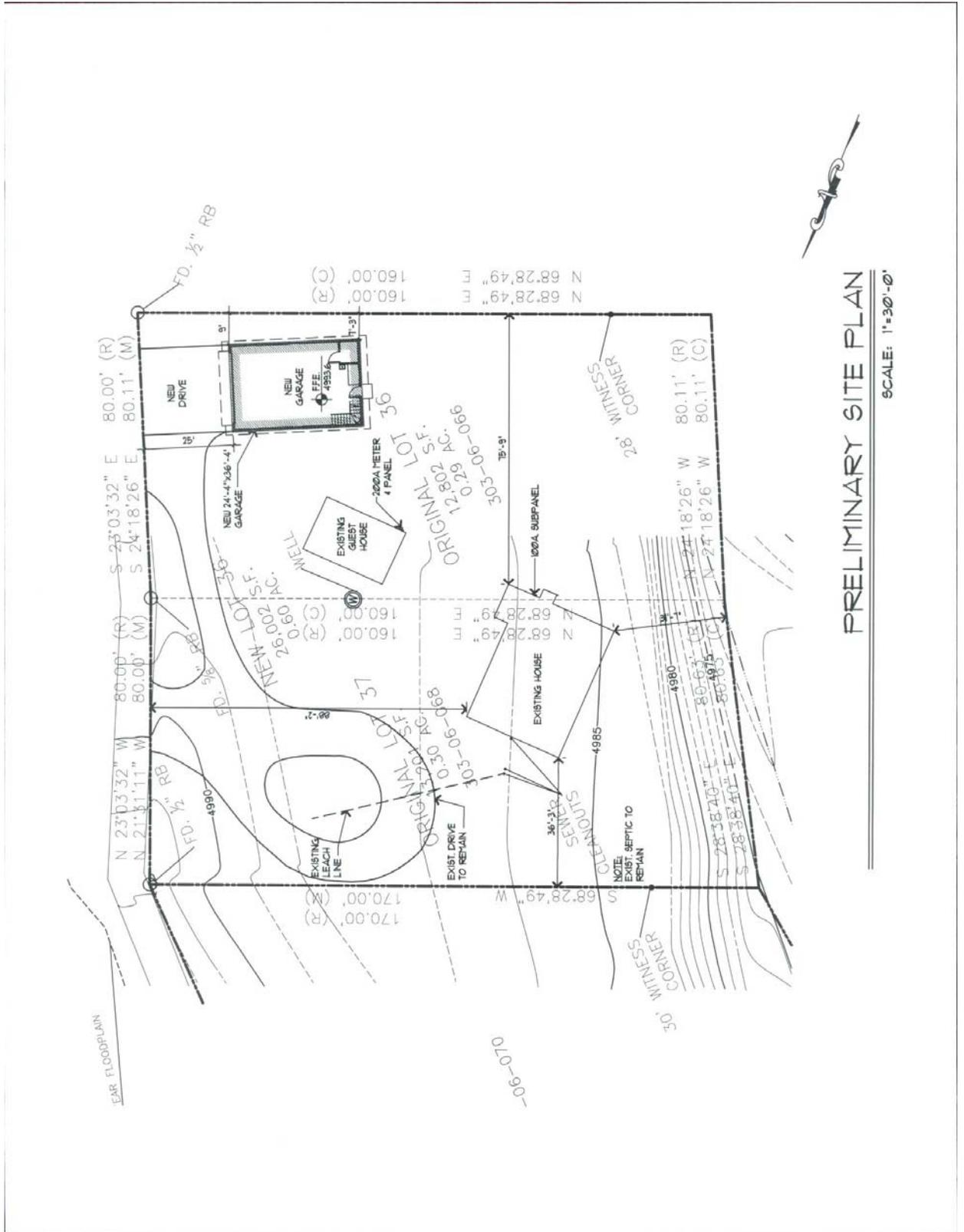
- 1) The structure is wet-floodproofed in accordance with Section 5.2.C.4, which requires "flood vents" of a specified size and location, in the walls to equalize water pressure (to reduce the potential for wall collapse). Walls below the regulatory flood elevation should also be constructed of flood-resistant materials; and
- 2) If the Board grants a variance to allow wet-floodproofing a garage/storage building larger than 500 square feet in size.

Staff Recommendation:

The staff recommendation is that Dr. Kalos be granted a variance to construct a garage, with the lowest floor below the regulatory flood elevation, with the following stipulations:

- 1) The building is to be constructed of flood-resistant materials below the regulatory flood elevation. A list of acceptable flood-resistant materials may be found in FEMA Technical Bulletin 2-93, "Flood-Resistant Materials Requirements ...";
- 2) Flood vents are to be installed, using a minimum of two openings, on different sides of the building, having a total net area of not less than one square inch for every square foot of enclosed area. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters;
- 3) No plumbing is to be installed in the building.
- 4) All electrical outlets, switches, fixtures, and connections are to be above the regulatory flood level;
- 5) The building is constructed outside of the regulatory floodway; and
- 6) The building is to be used solely for parking and storage, and the building is never to be converted to habitable use.

SITE PLAN (reduced scale)



PRELIMINARY SITE PLAN

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Jacque Griffin, Asst. County Manager/Librarian

Submitted By: Jacque Griffin, Library District

Department: Library District

Fiscal Year: Fiscal Year 2010- 2011 Budgeted?: Yes

Contract Dates - Begin & End: July 1, 2010 - June 30, 2011

Grant?: No

Matching Requirement?: No Fund?: Renewal

Presenter's Name: Don McDaniel

Information

Request/Subject

Library Service Agreements with Hayden, Isabelle Hunt, Miami, Payson, Tonto Basin and Young Libraries.

Background Information

The Gila County Library District contracts yearly with the eight affiliate libraries to cooperate with the provision of library services to the citizens of the district. These service agreements serve as contracts for facilitating funding and resource sharing. At this time, six agreements have been signed and returned. As soon as the other two Service Agreements are returned to the Library District Office, we will schedule them on a future meeting agenda.

Evaluation

The funding amounts to the libraries have not changed from last year. Funding varies by type of entity. The Library District matches up to an upper limit for city, town and tribal libraries. Funding is provided for the three community libraries that are not in incorporated areas. Library District funding for these six libraries is as follows:

Hayden Public Library- match up to \$52,100.00

Isabelle Hunt Memorial Library - fund \$104,750.00

Miami Memorial Library - match up to \$43,600.00

Payson Public Library - match up to \$229,230.00

Tonto Basin Public Library - fund \$60,950.00

Young Public Library- fund \$57,670.00.

The Library District distributes these amounts in two installments, in November 2010, and May 2011.

Conclusion

Approval of the Library Service Agreements facilitates funding and resource sharing with the affiliate libraries.

Recommendation

I recommend the approval of the Library Service Agreements between the Gila County Library District and Hayden Public Library, Isabelle Hunt Memorial Library, Miami Memorial Library, Payson Public Library, Tonto Basin Public Library and Young Public Library for fiscal year 2010-2011.

Suggested Motion

Information/Discussion/Action to approve Library Services Agreements between the Gila County Library District and the following libraries to cooperate in the provision of library services to the citizens of the District for the period July 1, 2010, through June 30, 2011: Hayden Public Library - match up to \$52,100.00; Isabelle Hunt Memorial Library - fund \$104,750.00; Miami Memorial Library - match up to \$43,600.00; Payson Public Library - match up to \$229,230.00; Tonto Basin Public Library - fund \$60,950.00; and Young Public Library - fund \$57,670.00. **(Don McDaniel)**
(Motion to adjourn as the Gila County Library District Board of Directors and convene as the Gila County Board of Supervisors)

Attachments

Link: [Library Service Agreement Hayden 2010-2011](#)

Link: [Library Service Agreement Isabelle Hunt 2010-2011](#)

Link: [Library Service Agreement Miami 2010-2011](#)

Link: [Library Service Agreement Payson 2010-2011](#)

Link: [Library Service Agreement Tonto Basin 2010-2011](#)

Link: [Library Service Agreement Young 2010-2011](#)

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the TOWN OF HAYDEN, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Town recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Town operates and maintains a library and it is the desire of the Town to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Towns.

NOW THEREFORE IT IS AGREED by and between the District and the Town as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Town, are the property of the Town.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Town remain the sole responsibility of the Town.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Town agrees to the following conditions:
 - A. The Town shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Town's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
 - B. The Town shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
 - C. The Town shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
 - D. The Town shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the Town library.
 - E. The Town agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Town.
 - F. The Town's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Town agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
 - G. The Town shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
 - H. Town library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
 - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
 - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

- C. Coordination of countywide library development.
 - D. Continuing education opportunities for staff and volunteers.
 - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
 - F. Professional assistance and consultation services.
7. The Town and the District acknowledge that the services performed have a value to the District and the Town. In consideration of that value, the District agrees:
- A. To match the Town local funds for library services, up to the amount of \$52,100.00 such amount subject to annual review.
 - B. To distribute this amount in two installments, in November 2010 and May 2011.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Town agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Town. Conversely, the Library District agrees to deliver to the Town library, by the date of termination, any books, materials, and equipment belonging to the Town library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Town library any books, materials and equipment belonging to the Town library which had been entrusted to the possession or control of another participating library.
12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of

action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN OF HAYDEN

GILA COUNTY LIBRARY DISTRICT



Mayor

Chairman, Board of Directors

ATTEST:

ATTEST:

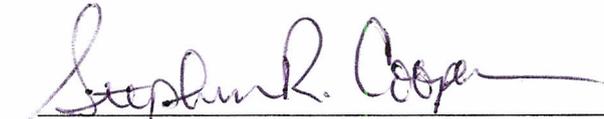
Town Clerk

Clerk of the Board

Date

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Town, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the Town.



Town Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Chief Deputy County Attorney

**ADDENDUM 1 to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

Legal Arizona Workers Act Compliance

The Town hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Town's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Town shall further ensure that each subcontractor who performs any work for Town under this contract likewise complies with the State and Federal Immigration Laws.

The District shall have the right at any time to inspect the books and records of Town and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Town's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Town to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Town shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Town shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Town.

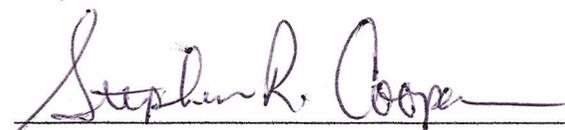
IN WITNESS THEREOF,

TOWN OF HAYDEN

GILA COUNTY LIBRARY DISTRICT


Date 9-16-10
Mayor

Date _____
Chairman, Board of Directors


Town Attorney

Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the ISABELLE HUNT MEMORIAL LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
 - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
 - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
 - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
 - D. The Board shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
 - E. The Board shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
 - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
 - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
 - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
 - I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training

on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
- A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
 - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
 - C. Coordination of countywide library development.
 - D. Continuing education opportunities for staff and volunteers.
 - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
 - F. Professional assistance and consultation services.
7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
- A. To pay the Board an amount not to exceed \$104,750.00 for library services, such amount subject to annual review.
 - B. To distribute this amount in two installments, November 2010, and May 2011.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

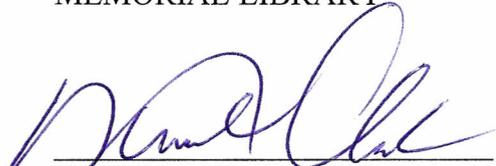
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

BOARD OF ISABELLE HUNT
MEMORIAL LIBRARY

GILA COUNTY LIBRARY DISTRICT



Chairman of the Board

Chairman, Board of Directors

ATTEST:

ATTEST:



Secretary of the Board

Clerk of the Board

7-16-2010

Date

Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Chief Deputy County Attorney

**ADDENDUM 1 to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

Legal Arizona Workers Act Compliance

The Board hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Board's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Board shall further ensure that each subcontractor who performs any work for Board under this contract likewise complies with the State and Federal Immigration Laws.

The District shall have the right at any time to inspect the books and records of Board and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Board's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Board to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

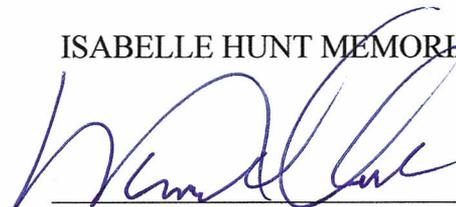
The Board shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Board.

IN WITNESS THEREOF,

ISABELLE HUNT MEMORIAL LIBRARY

GILA COUNTY LIBRARY DISTRICT



Chairman of the Board

Date 5/22/10

Chairman, Board of Directors

Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the TOWN OF MIAMI, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Town recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Town operates and maintains a library and it is the desire of the Town to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Towns.

NOW THEREFORE IT IS AGREED by and between the District and the Town as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Town, are the property of the Town.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Town remain the sole responsibility of the Town.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Town agrees to the following conditions:
 - A. The Town shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Town's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
 - B. The Town shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
 - C. The Town shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
 - D. The Town shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the Town library.
 - E. The Town agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Town.
 - F. The Town's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Town agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
 - G. The Town shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
 - H. Town library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
 - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

- B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
 - C. Coordination of countywide library development.
 - D. Continuing education opportunities for staff and volunteers.
 - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
 - F. Professional assistance and consultation services.
7. The Town and the District acknowledge that the services performed have a value to the District and the Town. In consideration of that value, the District agrees:
 - A. To match the Town local funds for library services, up to the amount of \$43,600.00, such amount subject to annual review.
 - B. To distribute this amount in two installments, in November 2010 and May 2011.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Town agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Town. Conversely, the Library District agrees to deliver to the Town library, by the date of termination, any books, materials, and equipment belonging to the Town library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Town library any books, materials and equipment belonging to the Town library which had been entrusted to the possession or control of another participating library.
12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding

arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN OF MIAMI

GILA COUNTY LIBRARY DISTRICT



Mayor

Chairman, Board of Directors

ATTEST:

ATTEST:



Town Clerk

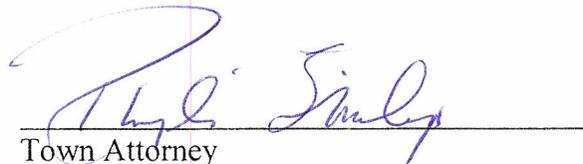
Clerk of the Board

9/13/10

Date

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Town, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the Town.



Town Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Chief Deputy County Attorney

**ADDENDUM 1 to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

Legal Arizona Workers Act Compliance

The Town hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Town's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Town shall further ensure that each subcontractor who performs any work for Town under this contract likewise complies with the State and Federal Immigration Laws.

The District shall have the right at any time to inspect the books and records of Town and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Town's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Town to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Town shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

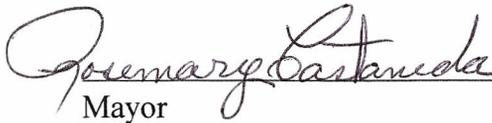
The Town shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

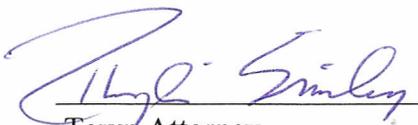
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Town.

IN WITNESS THEREOF,

TOWN OF MIAMI

GILA COUNTY LIBRARY DISTRICT

 Date 9/13/2010 _____ Date _____
Mayor Chairman, Board of Directors

 _____
Town Attorney Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the TOWN OF PAYSON, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Town recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Town operates and maintains a library and it is the desire of the Town to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Towns.

NOW THEREFORE IT IS AGREED by and between the District and the Town as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Town, are the property of the Town.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Town remain the sole responsibility of the Town.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Town agrees to the following conditions:
 - A. The Town shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Town's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
 - B. The Town shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
 - C. The Town shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
 - D. The Town shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the Town library.
 - E. The Town agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Town.
 - F. The Town's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Town agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
 - G. The Town shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
 - H. Town library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
 - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
 - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

- C. Coordination of countywide library development.
 - D. Continuing education opportunities for staff and volunteers.
 - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
 - F. Professional assistance and consultation services.
7. The Town and the District acknowledge that the services performed have a value to the District and the Town. In consideration of that value, the District agrees:
- A. To match the Town local funds for library services, up to the amount of \$229,230.00, such amount subject to annual review.
 - B. To distribute this amount in two installments, in November 2010 and May 2011.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Town agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Town. Conversely, the Library District agrees to deliver to the Town library, by the date of termination, any books, materials, and equipment belonging to the Town library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Town library any books, materials and equipment belonging to the Town library which had been entrusted to the possession or control of another participating library.
12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior

Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN OF PAYSON

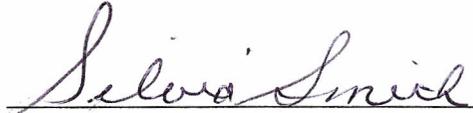


Mayor

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:



Town Clerk

ATTEST:

Clerk of the Board

8-6-10

Date

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Town, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the Town.



Town Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Chief Deputy County Attorney, Gila County

**ADDENDUM 1 to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

Legal Arizona Workers Act Compliance

The Town hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Town's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Town shall further ensure that each subcontractor who performs any work for Town under this contract likewise complies with the State and Federal Immigration Laws.

The District shall have the right at any time to inspect the books and records of Town and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Town's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Town to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Town shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Town shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

IN WITNESS THEREOF,

TOWN OF PAYSON

GILA COUNTY LIBRARY DISTRICT



Date 9/22/10

Date _____
Chairman, Board of Directors

Mayor

Town Attorney

Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the TONTO BASIN PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
 - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
 - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
 - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
 - D. The Board shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
 - E. The Board shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
 - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
 - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
 - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
 - I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training

on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

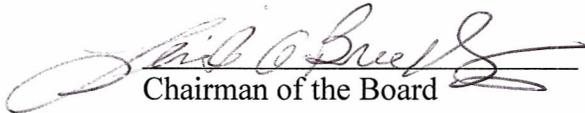
- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
- A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
 - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
 - C. Coordination of countywide library development.
 - D. Continuing education opportunities for staff and volunteers.
 - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
 - F. Professional assistance and consultation services.
7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
- A. To pay the Board an amount not to exceed \$60,950.00 for library services, such amount subject to annual review.
 - B. To distribute this amount in two installments, November 2010, and May 2011.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

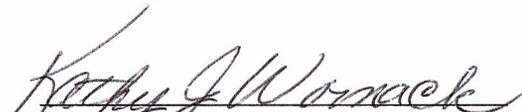
BOARD OF TONTO BASIN
PUBLIC LIBRARY


Chairman of the Board

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:


Secretary of the Board

ATTEST:

Clerk of the Board

8/25/10
Date

Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Chief Deputy County Attorney, Gila County

**ADDENDUM 1 to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

Legal Arizona Workers Act Compliance

The Board hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Board's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Board shall further ensure that each subcontractor who performs any work for Board under this contract likewise complies with the State and Federal Immigration Laws.

The District shall have the right at any time to inspect the books and records of Board and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Board's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Board to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

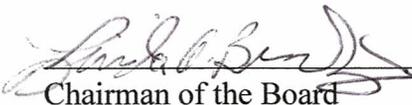
The Board shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Board.

IN WITNESS THEREOF,

TONTO BASIN PUBLIC LIBRARY

GILA COUNTY LIBRARY DISTRICT


Chairman of the Board

Date 9/3/10

Chairman, Board of Directors

Chief Deputy County Attorney

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the YOUNG PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
 - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
 - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
 - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
 - D. The Board shall annually submit to the District the Arizona Public Library Data Report as required by the State Library.
 - E. The Board shall support resource sharing among libraries by participating in interlibrary loan services as a borrower and lender of library materials.
 - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
 - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
 - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
 - I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they

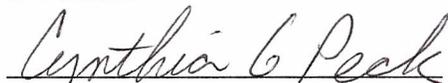
are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
6. The District will provide the following benefits and support services to the library:
 - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
 - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
 - C. Coordination of countywide library development.
 - D. Continuing education opportunities for staff and volunteers.
 - E. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
 - F. Professional assistance and consultation services.
 7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
 - A. To pay the Board an amount not to exceed \$57,670.00 for library services, such amount subject to annual review.
 - B. To distribute this amount in two installments, November 2010, and May 2011.
 8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

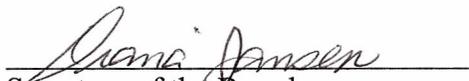
BOARD OF YOUNG PUBLIC
LIBRARY


Chairman of the Board

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:


Secretary of the Board

ATTEST:

Clerk of the Board

Date

7/2/2010

Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Chief Deputy County Attorney

**ADDENDUM 1 to GILA COUNTY LIBRARY DISTRICT LIBRARY SERVICE AGREEMENT
JULY 1, 2010 TO JUNE 30, 2011**

Legal Arizona Workers Act Compliance

The Board hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Board's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Board shall further ensure that each subcontractor who performs any work for Board under this contract likewise complies with the State and Federal Immigration Laws.

The District shall have the right at any time to inspect the books and records of Board and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Board's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Board to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Board shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Board.

IN WITNESS THEREOF,

YOUNG PUBLIC LIBRARY

GILA COUNTY LIBRARY DISTRICT



Date 8/31/2010

Date _____

Chairman of the Board

Chairman, Board of Directors

Chief Deputy County Attorney

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Malissa Buzan, Housing Services Program Manager

Submitted By: Chris Kell, Health & Community Services Division

Department: Health & Community Services Division

Division: Community Services Department

Presenter's Name: Malissa Buzan

Information

Request/Subject

Adoption of Proclamation No. 10-11 to proclaim October 30, 2010, as "Weatherization Day" in Gila County.

Background Information

The United States Department of Energy developed the Weatherization Assistance Program in 1976 as the federal government's cost-effective, permanent solution for reducing the heavy energy burden on low-income Americans.

Evaluation

It is important for the Gila County Board of Supervisors to adopt this Proclamation as low-income households within Gila County and throughout the nation spend a disproportionate percentage of their annual incomes on home energy bills. The Gila County Community Action/Housing Services Department provides weatherization services through its Weatherization Assistance Program to eligible clients in addition to other services. This program not only saves energy through advanced technologies to improve the energy affordability for low-income families, but also saves lives and improves the health and safety of families by identifying carbon monoxide hazards, poor indoor air quality, mold, and other health threats.

Conclusion

Continuing to provide weatherization services is beneficial to the citizens of Gila County. This request of the Board of Supervisors to adopt this Proclamation will call attention to this important day and provide further support to the Gila County Community Action/Housing Services Department.

Recommendation

The Gila County Community Action/Housing Services Department recommends that the Board of Supervisors adopt this Proclamation.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 10-11 to proclaim October 30, 2010, as "Weatherization Day" in Gila County. **(Malissa Buzan)**

Attachments

Link: [Proclamation 10-11-Weatherization Day](#)



PROCLAMATION NO. 10-11

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, TO PROCLAIM OCTOBER 30, 2010, AS "WEATHERIZATION DAY" IN GILA COUNTY

WHEREAS, Gila County Community Action/Housing Services has long recognized the plight of low-income families and individuals in meeting their home energy needs; and,

WHEREAS, low income households spend a disproportionate percentage of their annual incomes on home energy bills; and,

WHEREAS, the United States Department of Energy developed the Weatherization Assistance Program in 1976 as the federal government's cost-effective, permanent solution for reducing the heavy energy burden on low-income Americans; and,

WHEREAS, this Program not only saves energy through advanced technologies to improve the energy affordability for low-income families, but also saves lives and improves the health and safety of families by identifying carbon monoxide hazards, poor indoor air quality, mold, and other health threats; and,

WHEREAS, the Weatherization Assistance Program keeps jobs and dollars in local communities by operating through a network of approximately 10 well-trained program contractors and small businesses serving Gila County.

NOW, THEREFORE, we, the members of the Gila County Board of Supervisors do hereby proclaim October 30, 2010 as "Weatherization Day" in Gila County and encourage state and local Weatherization professionals to deliver cost-effective, advanced technologies, to increase energy savings in each home served, to leverage state, local, and private resources to make each federal dollar work harder, and to heighten the awareness of energy efficiency in communities throughout the state.

PASSED AND ADOPTED this 26th day of October 2010.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Michael A. Pastor, Chairman

Tommie C. Martin, Vice-Chairman

Shirley L. Dawson, Member

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Claudia DalMolin, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: 2010-2011 Budgeted?: No

Contract Dates - Begin & End: 8-27-10 to completion

Grant?: No

Matching Requirement?: No Fund?: New

Presenter's Name:

Information

Request/Subject

Ames Construction, Inc. Standard Subcontract Agreement for Labor & Materials (Ames Job #090307-38S) between Ames Construction, Inc. and the Gila County Sheriff's Office.

Background Information

Ames Construction, Inc. has entered into a Contract agreement with Arizona Department of Transportation to perform certain labor and furnish certain material for the construction of 260 GI 262 H469901C NH-260-B(201)B Payson-Show Low Highway (SR 260) Little Green Valley Section pursuant to plans, specifications, general conditions and addenda.

Evaluation

Ames Construction, Inc. is in need of flagging services for this project, and the Gila County Sheriff's Office has deputies and vehicles available to perform these services.

Conclusion

Providing that the Gila County Board of Supervisors awards this agreement, it will enable Gila County Sheriff's Office deputies an opportunity to acquire overtime hours that will be reimbursed to the County by Ames Construction, Inc.

Recommendation

The Gila County Sheriff's Office requests the Board of Supervisors' approval of this Agreement between Ames Construction, Inc. and the Sheriff's Office.

Suggested Motion

Information/Discussion/Action to approve Ames Construction, Inc. Standard Subcontract Agreement for Labor & Materials (Ames Job #090307-38S) between Ames Construction, Inc. and the Gila County Sheriff's Office in the amount of \$29,625, for the provision of flagging services. **(Claudia DalMolin)**

Attachments

Link: Ames Const. Agreement

AMES CONSTRUCTION, INC.
STANDARD SUBCONTRACT AGREEMENT FOR LABOR AND MATERIALS
(Short Form)

This Agreement, hereinafter called the Contract, effective this 18th day of August 2010 by and between **Ames Construction, Inc.** (hereinafter "Ames"), a Minnesota corporation having an office at 8333 E. Hartford Dr., Scottsdale, AZ 85255, and Gila County Sherrif's Department, ("Supplier") having an office at P.O. Box 311, Globe, AZ 85501

Whereas Ames has entered into a Contract agreement with **Arizona Department of Transportation** (hereinafter "Owner") to perform certain labor and furnish certain material for the construction of **260 GI 262 H469901C NH-260-B(201)B PAYSON-SHOW LOW HIGHWAY (SR 260) LITTLE GREEN VALLEY SECTION** (hereinafter "Project") pursuant to plans, specifications, general conditions, special conditions and addenda.

Now, therefore, in consideration of the mutual covenants contained herein, Ames and Supplier agree as follows:

1. **CONTRACT DOCUMENTS.** The plans, drawings, specifications, invitation to bidders, instructions to bidders, general conditions, special conditions, addenda, amendments, bonds, and all other documents supplied to potential bidders by Owner and/or Engineer are hereinafter collectively referred to as the General Contract Documents, General Contract or Contract Documents.
 - 1.1 All of the General Contract Documents have been made available to Supplier, and Supplier has carefully examined these Contract Documents.
 - 1.2 Supplier agrees to be bound to Ames by all terms and conditions, technical and commercial, of the General Contract Documents and to conform to, and comply with their provisions and to assume toward Ames all the obligations and responsibilities Ames assumes in and by the General Contract Documents toward the Owner insofar as they are applicable to this Contract. Where any provision of this Contract is inconsistent with any provision of the General Contract Documents, the more stringent provision shall govern.
2. **SCOPE OF SUPPLY.** Supplier agrees to furnish all supervision, labor, materials, tools, services, equipment and all other items necessary to perform the scope of work listed below in accordance with all applicable plans and specifications.

Item	Quantity	Description	Unit	Unit Price	Extension
7016078	500	Flagging Service (officer & vehicle)	HR	59.25	\$29,625.00

_____ percent (0%) retention will be withheld from all payments. Retention will be paid to Supplier thirty (30) days after completion of Supplier's work provided all terms of the Contract have been complied with.

3. **DELIVERY/ COMPLETION SCHEDULE.** Time is of the essence in this Contract and Supplier shall be required to begin the work as soon as the project is ready for such work, or within three (3) calendar days after being notified in writing by Ames, and shall prosecute and complete the work as required by job progress, within the time limits set by Ames and the Owner in the General and Subcontract Documents and in accordance with schedules set by Ames.

The following schedule shall apply to this Subcontract.

Supplier shall perform its work in a diligent, efficient, and skillful manner in accordance with job progress. If at any time Supplier fails to perform its work or furnish sufficient skilled workers, equipment, or materials as determined by Ames to be necessary to meet the Contract schedule, Ames may direct Supplier to accelerate its work by whatever means as may be necessary to return the work to schedule and ensure compliance with the Contract completion schedule without an increase in cost to Ames.

4. **PAYMENTS.** Upon Supplier's presentation of a proper pay request, Supplier will be paid on a monthly basis according to the pricing provisions stated in Paragraphs 1 and 2 of this agreement for the work actually performed on the project during the applicable pay period. Retainage on progress payments shall be in accordance with the provisions of Paragraph 2.

Ames may withhold payment of the whole or part of any sum due or claimed by Supplier and to offset any such payment to such extent as may be necessary to protect Ames or Owner from loss on account of any of the following:

- A) Defective work not remedied or guarantees not met.
 - B) Claims filed by either party against the other or reasonable evidence indicating probable filing of claims.
 - C) Failure of Supplier to make prompt payment to his employees, suppliers or subcontractors.
 - D) Failure of Supplier to diligently prosecute the work and maintain satisfactory progress required to meet the Contract delivery/completion schedule.
 - E) Any other material breach by Supplier of its obligations under the Contract Documents.
5. **CHANGES.** Supplier agrees to make any and all changes, furnishing the materials that Ames may require without nullifying this Contract, at an equitable price adjustment or time extension to which Supplier is entitled. No changes or modifications shall be made without the written authorization of Ames.
6. **GENERAL OBLIGATIONS.** Subject to the provisions of this Contract, Supplier shall manufacture, produce, test, sell deliver and install the materials as required by the identified scope of work in strict accordance with the applicable documents as specified to the satisfaction of Ames and the Owner, and shall comply with all Federal and State laws, codes and regulations where the work is to be performed, and Supplier shall pay all fees, taxes including sales and use taxes and expenses connected with such compliance.
7. **INSPECTION AND TESTS.** Supplier shall allow Ames access to its premises at all reasonable times to inspect the manufacture, productions, testing and packing of the material and shall honor Ames' reasonable requests for information and documentation relating thereto. Ames specifically reserves the right to reject any and all material which Ames deems to be defective or not in conformance with Contract and project specifications.
8. **WARRANTIES.** Supplier warrants that any material provided by supplier and workmanship of the material will be of the highest grade and consistent with the established and generally accepted industry standards for such material and in full conformity with the contract requirements. Warranty period shall be for one year after initial operations and acceptance by Ames and the Owner. Supplier shall be obligated under this warranty to repair or, at its option to replace any part of the material that is defective within one year from the date its initial operation, provided Ames gives Supplier prompt written notice of such defects. Such repair and or replacement of defective material shall be at Supplier's expense and Supplier shall not be entitled to any additional compensation for such warranty work.
9. **WAIVER.** Ames' waiver of any breach of any of the provisions of this agreement by Supplier shall not constitute a waiver of any other breach of the same of any other provision. Ames' rights and remedies under any provision of this agreement shall be in addition to and not in substitution or limitation of any other right and remedies available to Ames under applicable law.
10. **EQUAL OPPORTUNITY.** Supplier, during the performance of this agreement shall take affirmative action to insure that all employees and applicants are treated without discrimination with regard to race, color, creed, age, sex or national origin; shall comply with all Federal, State and local Laws, ordinances, orders and regulations; shall be and remain qualified by all applicable EEO agencies and shall certify that it does not maintain or provide for its employees any segregated facilities at any of its establishments as required by law, ordinance, order or regulations. Supplier agrees to comply with any specific requirements of the General Contract Documents regarding equal opportunity and affirmative action.

AMES CONSTRUCTION, INC.
STANDARD SHORT FORM SUBCONTRACT TERMS AND CONDITIONS

GENERAL TERMS

1. AMES means AMES CONSTRUCTION, INC.
2. SUPPLIER means the party providing goods and/or services hereunder.
3. PROJECT means the construction project for which AMES is arranging with SUPPLIER to purchase goods and/or services hereunder.
4. OWNER means the Owner of the PROJECT, and its agents, employees and representatives.
5. The laws of the State where the PROJECT is located shall govern this agreement.
6. AMES will contract only on the terms offered here, which constitute the entire agreement of the parties and Supplier's acceptance is expressly limited to them. Any terms in Supplier's acceptance which is additional to, different from, or in conflict with these terms is deemed material alteration, is objectionable and rejected. AMES acceptance is expressly conditional on Supplier's adherence to these terms. Supplier's forms and documents will be for record and accounting purposes only. Any modification or waiver must be expressed, in writing and separately signed by AMES.
7. Neither party shall be liable for default or delay in performing it caused by fire, strike, riot, war, act of God, carrier delay, governmental order or regulation implemented after the date of this Contract, complete or partial shutdown of plant due to lack of sufficient materials or power beyond the control of the Party, or any other event beyond a Party's reasonable control.
8. AMES' exercise of a right or remedy shall be without prejudice to any other or otherwise available pursuant to law.
9. AMES may reproduce for its own use all drawings and data supplied, notwithstanding any legends or notation shown thereon to the contrary.
10. AMES reserves the right to cancel this order at any time and its liability shall not exceed SUPPLIER's unrecoverable costs incurred prior to cancellation.

TAXES

11. It is understood that the purchase price set forth includes any and all taxes and other governmental charges.
12. Supplier agrees to comply with all rules and accepts full and exclusive liability for the payment of all contributions and taxes for Unemployment Insurance, Old Age Retirement Benefits, annuities pension nor or hereafter imposed by any federal or state government, measured by wages, salaries or other remuneration paid to Supplier's or a subcontractor's employees. If AMES is held liable to pay any such contributions. Supplier agrees to fully reimburse AMES upon demand for the amount thereof (including penalties and interest) and AMES shall have the right to deduct any amount so paid from any sums due Supplier.

PERFORMANCE

13. Supplier is an independent contractor and not an agent or employee of AMES. Work is to be entirely under Supplier's supervision and control. Supplier shall recognize any "peculiar" risk and take precautions to eliminate or minimize it.

14. Supplier shall not assign or sublet any rights and/or obligations without AMES' prior written consent.
15. All services and/or goods shall be provided in accordance with AMES' and OWNER'S specifications, drawings and descriptions and subject to AMES' and OWNER'S acceptance. All services shall be performed in a good and workmanlike manner; all goods must be merchantable quality, fit for the purpose intended and free of defects or liens.
16. Supplier shall correct, repair, or replace at its expense, defective goods and/or workmanship to AMES' satisfaction for one year after acceptance unless an equipment guarantee or AMES specification calls for a different period of time.
17. AMES may take over the service and engage another's services at Supplier's expense to correct non-conforming work or to complete unfinished work in the following circumstances:
 - a. Supplier fails to begin remedial work within three (3) days of written demand from AMES or fails to diligently and promptly complete the work within a reasonable time; or
 - b. Supplier ceases, or fails to diligently perform any of its contractual obligations after three (3) days written demand from AMES.

AMES' failure to require strict performance shall not be deemed a waiver of any contract term.

LAWS AND POLICIES

18. Supplier shall comply, where and as applicable, with Executive Order 11246 and 11738, as amended, and the following Sections and Parts of Title 41 of the Code and Federal Regulations: Section 1.4 (Equal Opportunity), 60-1.7 (Reports and Other Required Information), 60-1.8 (Non-segregated Facilities), 60-1.40 (Affirmative Action Programs), 60-1.42 (Notices to be Posted); Parts 60 (Affirmative Actions Programs), 60-250 (Affirmative Actions Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era), 60-741 (Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers); Section 1-1.710 (Subcontracting with Small Business Concerns), 1-1.805 (Subcontracting with Labor Surplus Area Concerns), 1-1.13 (Subcontracting with Minority Business Enterprises) and 1-1.2302 (Environmental Protection). Supplier shall also comply, where and as applicable, with the following Sections of Title 48 of the Code of Federal Regulations: 52.223-2 (Clean Air and Water) and 52.223-3 (Hazardous Material Identification and Material Safety Data). All of the foregoing and hereby incorporated by reference to the extent applicable.
19. Supplier acknowledges that it has been advised and is subject to, and agrees to advise its employees, subcontractors, agents, business invitees, and the employees of any subcontractor, and their agents and business invitees of the following safety regulation or policy concerning illegal drugs: (a) it is the policy of AMES that the use, possession sale, transfer, purchase or presence in one's system of illegal drugs on AMES' property is prohibited; (b) Entry onto AMES' property constitutes consent to an inspection of the

Subcontractor's Initials: _____

Contractor's Initials: _____

AMES CONSTRUCTION, INC.
STANDARD SHORT FORM SUBCONTRACT TERMS AND CONDITIONS

person (including, but not limited to, the taking of a urine sample) and personal effects when entering or leaving AMES' property; (c) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from AMES' property, at AMES' discretion; (d) If testing for the presence of alcohol and/or controlled substances is required by law or regulations with respect to AMES' property, employees of Supplier and/or subcontractors shall be subject to such testing as required and directed by AMES unless Supplier and/or its subcontractors provide AMES with quarterly reports adequate for AMES to determine compliance with such laws and regulations with respect to said employees and (e) Supplier will allow access to its property and records by AMES or any governmental representative with appropriate jurisdiction for the purpose of maintaining compliance with AMES' drug policy and relevant laws and regulations. For purposes of this paragraph, AMES' property includes the entirety of AMES project sites.

20. Supplier shall comply with all applicable laws, rules, regulations and ordinances including with the limited the generality of the foregoing, to environmental law, toxic or hazardous materials, occupational health and safety, and AMES' safety regulations. Supplier shall also obtain all permits, licenses, and approval necessary to perform this contract. If this contract calls for the transfer to AMES of any chemical substance or mixture, or any material which may generate or release a chemical substance or any hazardous agent. Supplier shall provide before or with said transfer to a Material Data Sheet (Federal OSHA Hazard Communication Standard, 29 CFR 1910, 1200) and label, which are current, accurate and complete, which include, but are not limited to statement of product hazards and precautions for safe use. Copies of the Material Safety Data Sheet shall include AMES' order number and shipping location, and shall be sent to the shipping location.
21. Supplier agrees to defend, release, indemnify and hold AMES, the OWNER and their respective employees, officers, directors and agents harmless from any and all claims, liability and causes of action of all kinds, including without limitation, claims of damage to or loss of property of AMES or others, injury, illness, or death arising out of or being in any way connected with the Supplier operations under this agreement, except for matters shown by final judgment to have been caused by the sole negligence or willful misconduct of AMES. This indemnification shall be effective to the maximum extent permitted by law.
22. Supplier shall carry Liability Insurance including without limitation, Blanket Liability insurance against Bodily Injury or Property Damage claims to cover the indemnity obligations assumed herein.
23. Supplier agrees to defend, indemnify and hold AMES harmless from and against any and all loss, damage, liability, or expense (including without limitation, attorney's fees) by reason of any actual or alleged infringement of any patent, copyright or other proprietary right of a third party arising

out of any work done by Supplier or any of its subcontractors.

FOR WORK TO BE PERFORMED ON AMES' PROPERTY (Includes property owned or otherwise controlled, i.e. Project Sites)

24. Supplier agrees to obtain and maintain insurance acceptable to AMES which is primary as to any other insurance or self-insurance and which names AMES, the OWNER and any additional parties required by the General Contract documents as an additional named insureds, whose coverage shall be primary and non-contributing, using ISO Form B 20 10 11/85 edition or equivalent endorsement for each of the following policies. Such insurance shall include:
 - a. Commercial General Liability Insurance Occurrence form, or the equivalent with Aggregate Limits of Insurance (Per Project) Endorsement ISO Form B 20 10 11/85 Edition, covering Supplier and Subcontractor contingent liability, Premises Operations, Completed Operations and Products Liability, Contractual Liability and liability arising from explosion, collapse, or underground property damage all with a minimum combined single limited of \$1,000,000 each occurrence, \$1,000,000 Aggregate for Bodily Insurance and Property damage, including personal injury.
 - b. Umbrella/Excess liability insurance with a minimum combined limit of \$2,000,000.
 - c. Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired, or otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 each occurrence for Bodily Injury and Property Damage.
 - d. (i) Worker's Compensation Insurance as required by law, covering all States of operation; and (ii) Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence. Before commencement of work, Supplier shall furnish Certificates of Insurance acceptable to AMES that provides that all coverage will not be cancelled or materially changed prior to thirty (30) days advance written notice to AMES. Subrogation against AMES shall be waived.

PAYMENTS, BONDS AND LIENS

25. Supplier will at AMES' request, furnish a Performance Bond and a Labor and Material Payment bond both issued in a form amount and by surety acceptable to AMES.
26. Supplier shall keep AMES' premises and material free of liens, encumbrances and/or charges. If requested, Supplier shall execute and deliver a waiver stating it has paid in full for all labor, materials, rental of equipment, transportation and all other charges for the period covered by such payment and shall furnish waivers of lien from all subcontractors and material men.

Subcontractor's Initials: _____

Contractor's Initials: _____

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Linda Eastlick, Elections Director
Submitted By: Linda Eastlick, Elections
Department: Elections
Presenter's Name: Robert Zache and Mary Anne Moreno

Information

Request/Subject

Accept Resolutions and Set Public Hearing Date for Merger of Cobre Valley Sanitary District and Pinal Sanitary District.

Background Information

Both sanitary districts were formed in the early 1980s for the purpose of installing new sewer systems in the covered areas. The districts now believe they have an opportunity to obtain federal funding which will enhance the likelihood of the installation of a new sewer system. The merged single sanitary district will provide a more cost effective and efficient approach.

ARS 48-2001.01 provides for the merger of sanitary districts, a public hearing, and subsequent call of election. Both the Cobre Valley Sanitary District and Pinal Sanitary District governing boards have adopted resolutions by the required two-thirds vote.

Evaluation

Both District governing boards have been considering new sewage collection system options for quite some time. Raw sewage discharge is becoming more and more common. This critical situation must be resolved to avoid community health issues and eviction of homeowners as well as to maintain real estate values and allow for home resale.

Merger of the two districts will enhance the opportunity to pursue development of a new sewer system and to obtain USDA Rural Development funding. The Board of Supervisors previously designated both districts as Colonias to enable them to pursue funding alternatives. Colonia designation may provide income eligible property owners an opportunity for financial assistance to connect into the new sewer system.

Conclusion

Both sanitary districts are supportive of this merger which will greatly enhance their ability to obtain funding and thus install a new regional sewer system. The governing boards recognize that the current problems can be resolved in no other way than to install the new sewer system.

The resolutions presented during this meeting recognize that making a sewer service available to the total area is the most cost effective and efficient way to resolve the current problems.

The name of the newly merged district will be Tri-City Regional Sanitary District

Recommendation

It is recommended that the Board of Supervisors accept Resolution No. 10-02 from the Cobre Valley Sanitary District and Resolution No. 10-41 from the Pinal Sanitary District requesting merger of the two districts into the new Tri-City Regional Sanitary District.

It is further recommended that the Board of Supervisors set a public hearing on the merger. If the County Board of Supervisors determines, after the public hearing, that the proposed merger would serve the public convenience, welfare of necessity, the County Board of Supervisors shall call an election of a vote of the public on the question of the merger of the sanitary districts.

Suggested Motion

Information/Discussion/Action to accept Resolution No. 10-02 from the Cobre Valley Sanitary District and Resolution No. 10-41 from the Pinal Sanitary District and set a public hearing for discussion of the merger between the two districts into the new Tri-City Regional Sanitary District, on November 30, 2010, at 10:00 am in the Board of Supervisors Hearing Room. **(Linda Eastlick)**

Attachments

Link: [ARS 48-2001](#)

Link: [Cobre Valley Resolution](#)

Link: [Pinal Resolution](#)

Link: [District Boundaries](#)

→ § 48-2001.01. Merger of sanitary districts; hearing; election; joint meeting; resolution

Arizona Revised Statutes Annotated Currentness
Title 48. Special Taxing Districts (Refs & Annos)
Chapter 14. Sanitary Districts (Refs & Annos)
Article 1. In General (Refs & Annos)

A. For any two or more sanitary districts that are proposed to merge, the county board of supervisors shall hold a hearing on the proposed merger if either of the following applies:

1. The county board of supervisors has received a petition containing the signatures of at least twenty-five percent of the qualified electors in each of the affected districts and proposing the merger of the sanitary districts. The county board of supervisors shall verify the petitions in the same manner provided in § 48-903 and shall hold a public hearing on the merger at a time and place determined by the county board of supervisors.

2. The board of directors of each of the affected sanitary districts has adopted by a two-thirds vote a resolution requesting the merger of the districts and each has filed that resolution with the county board of supervisors. On receipt of the resolutions, the county board of supervisors shall hold a public hearing on the merger at a time and place determined by the county board of supervisors.

B. The petition or resolutions shall contain the name and a description of the boundaries of the proposed district and a detailed, accurate map of the area to be included in the district and shall specify that the proposed district will be administered by a district board. No new territory may be included as a result of the merger, but the merged district may thereafter expand as provided in this chapter.

C. If the proposed district is located in more than one county, the petition or resolutions shall be submitted to the board of supervisors of the county in which the majority of the assessed valuation of the proposed merged district is located. The boards of supervisors of any other counties in which the affected districts are located shall provide information and assistance to the responsible board of supervisors.

D. If the county board of supervisors determines after a public hearing that the proposed merger would serve the public convenience, welfare or necessity, the county board of supervisors shall call an election for a vote of the public on the question of the merger of the sanitary districts. The board of supervisors shall not call an election to merge sanitary districts more frequently than once every two years. The order shall not be entered until the petitioners or the boards of directors of the sanitary districts have deposited with the board of supervisors sufficient monies, not exceeding one thousand dollars, to defray the expense of the election. These monies shall be paid out on the order of the board of supervisors. If the sanitary districts are merged, the depositors of these monies shall be reimbursed from the merged sanitary districts' monies. Whether or not the districts are merged, the sanitary districts shall reimburse the county for the expenses of the election.

E. For any election called pursuant to this section, the words appearing on the ballot shall be "(insert sanitary districts' names) merge as a sanitary district--yes" and "(insert sanitary districts' names) merge as a sanitary district--no".

F. Within fourteen days after the election, the board of supervisors shall meet and canvass the returns, and if it is determined that a majority of the votes cast at the election in each of the affected districts is in favor of merging the sanitary districts, the board shall enter that fact on its minutes.

G. If the proposal for merger is approved as provided in subsection F of this section, the governing body of the affected district with the largest population shall call a joint meeting of the governing bodies of the affected districts. At the joint meeting, a majority of the members of the governing body of each affected district constitutes a quorum for the transaction of business. The members of the governing bodies of both districts shall appoint a total of at least five persons from all of those currently serving on the governing bodies of both of the districts, each of whom shall complete their regular terms of offices, except that no more than a simple majority of the persons appointed may serve terms that end in the same year. No more than a simple majority may be appointed from the same sanitary district board, and the majority of the merged board shall be filled by board members from the district that has the greater number of customers. The appointed board shall immediately meet and organize itself and elect from among its members a chairperson. The appointed board by resolution shall declare the districts merged and each affected district joined. The resolution and the names of the newly organized board members shall be sent to the county board of supervisors within thirty days after organization and a certified copy of the resolution and the legal description of the merged district shall be recorded in each county in which the district exists and sent to the director of the Arizona state retirement system, if either district was an Arizona state retirement system employer before the merger. From the date of the recording of the resolution of merger and legal description of the district by the appointed board, the merger is complete. The merged district shall assume any debt of each of the affected sanitary districts. Subsequent terms of office for district board members shall be filled by election of board members who shall be qualified electors from the merged district.

H. Section 48-262 does not apply to a merger of sanitary districts under this section.

CREDIT(S)

Added by Laws 2010, Ch. 116, § 1.

Current through the Second Regular Session and Ninth Special Session of the Forty-Ninth Legislature (2010)
(C) 2010 Thomson Reuters. No Claim to Orig. US Gov. Works.

END OF DOCUMENT

RESOLUTION NO. 10-02

A RESOLUTION OF BOARD OF DIRECTORS OF THE COBRE VALLEY SANITARY DISTRICT, GILA COUNTY, STATE OF ARIZONA TO MERGE THE DISTRICT WITH THE PINAL SANITARY DISTRICT, GILA COUNTY, STATE OF ARIZONA PURSUANT TO ARIZONA REVISED STATUTES §48-2001.01(A)(2) AND ADOPTED BY A TWO-THIRDS VOTE OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE DISTRICT.

RECITALS:

WHEREAS, the Cobre Valley Sanitary District, Gila County, is an Arizona Sanitary District formed and operating under the laws of the State of Arizona as set forth in Arizona Revised Statutes ("ARS") §48-2001 et seq.; and,

WHEREAS, the Cobre Valley Sanitary District is desirous of merging with the Pinal Sanitary District, Gila County, an Arizona Sanitary District for the purpose of making sewer service available to the total area encompassed by the merged districts on a more cost effective and efficient basis; and,

WHEREAS, pursuant to ARS §48-2001.01(A)(2) in order for the merger of the districts to take place the board of directors of each of the respective sanitary districts must by a two-thirds vote adopt a resolution requesting that the merger of the districts take place; and,

WHEREAS, attached to this resolution is a detailed, accurate map and description of the boundaries of the proposed district; and,

WHEREAS, the name of the proposed district formed by the merger of the Cobre Valley Sanitary District and the Pinal Sanitary District is the Tri-City Regional Sanitary District; Gila County, State of Arizona; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cobre Valley Sanitary District as follows:

THAT the Cobre Valley Sanitary District and the Pinal Sanitary District are to be merged to become a new Arizona Sanitary District, the Tri-City Regional Sanitary District, Gila County, State of Arizona.

THAT pursuant to ARS §48-2001.01(B), the new Arizona Sanitary District will be administered by a District Board.

THAT the District Board of the new Arizona Sanitary District will be chosen pursuant to ARS §48-2001.01(G).

THAT this resolution is to be filed with the Gila County Board of Supervisors requesting that a public hearing be held to approve the merger pursuant to ARS §48-2001.01(A)(2).

PASSED AND ADOPTED this _____ day of October, 2010 by a two-thirds vote of the Board of Directors of the Cobre Valley Sanitary District, Gila County, State of Arizona.

Mary Anne Moreno, President

ATTEST:

Kevin Kenney, Secretary

CERTIFICATION

I, Kevin Kenney, the duly appointed and acting Secretary of the Board of Directors of the Cobre Valley Sanitary District of Gila County, Arizona, do hereby certify that the above and foregoing Resolution No. 10-02 was duly passed and adopted by the Board of Directors at a meeting held on _____, 2010 and the vote was _____ aye's, _____ nay's, _____ abstained, _____ was absent and _____ Board Members were present at such meeting.

Kevin Kenney, Secretary

William L. Clemmens, Attorney

APPROVED AS TO FORM:

RESOLUTION NO. 10-41

A RESOLUTION OF BOARD OF DIRECTORS OF THE PINAL SANITARY DISTRICT, GILA COUNTY, STATE OF ARIZONA TO MERGE THE DISTRICT WITH THE COBRE VALLEY SANITARY DISTRICT, GILA COUNTY, STATE OF ARIZONA PURSUANT TO ARIZONA REVISED STATUTES §48-2001.01(A)(2) AND ADOPTED BY A TWO-THIRDS VOTE OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE DISTRICT.

RECITALS:

WHEREAS, the Pinal Sanitary District, Gila County, is an Arizona Sanitary District formed and operating under the laws of the State of Arizona as set forth in Arizona Revised Statutes ("ARS") §48-2001 et seq.; and,

WHEREAS, the Pinal Sanitary District is desirous of merging with the Cobre Valley Sanitary District, Gila County, an Arizona Sanitary District for the purpose of making sewer service available to the total area encompassed by the merged districts on a more cost effective and efficient basis; and,

WHEREAS, pursuant to ARS §48-2001.01(A)(2) in order for the merger of the districts to take place the board of directors of each of the respective sanitary districts must by a two-thirds vote adopt a resolution requesting that the merger of the districts take place; and,

WHEREAS, attached to this resolution is a detailed, accurate map and description of the boundaries of the proposed district; and,

WHEREAS, the name of the proposed district formed by the merger of the Pinal Sanitary District and the Cobre Valley Sanitary District is the Tri-City Regional Sanitary District; Gila County, State of Arizona; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pinal Sanitary District as follows:

THAT The Pinal Sanitary District and the Cobre Valley Sanitary District are to be merged to become a new Arizona Sanitary District, the Tri-City Regional Sanitary District, Gila County, State of Arizona.

THAT pursuant to ARS §48-2001.01(B), the new Arizona Sanitary District will be administered by a District Board.

THAT the District Board of the new Arizona Sanitary District will be chosen pursuant to ARS §48-2001.01(G).

THAT this resolution is to be filed with the Gila County Board of Supervisors requesting that a public hearing be held to approve the merger pursuant to ARS §48-2001.01(A)(2).

PASSED AND ADOPTED this _____ day of October, 2010 by a two-thirds vote of the Board of Directors of the Pinal Sanitary District, Gila County, State of Arizona.

Robert Zache, President

ATTEST:

APPROVED AS TO FORM:

Wayne Blake, Secretary

William L. Clemmens, Attorney

CERTIFICATION

I, Wayne Blake, the duly appointed and acting Secretary of the Board of Directors of the Pinal Sanitary District of Gila County, Arizona, do hereby certify that the above and foregoing Resolution No. 10-41 was duly passed and adopted by the Board of Directors at a meeting held on _____, 2010 and the vote was _____ aye's, _____ nay's, _____ abstained, _____ was absent and _____ Board Members were present at such meeting.

Wayne Blake, Secretary

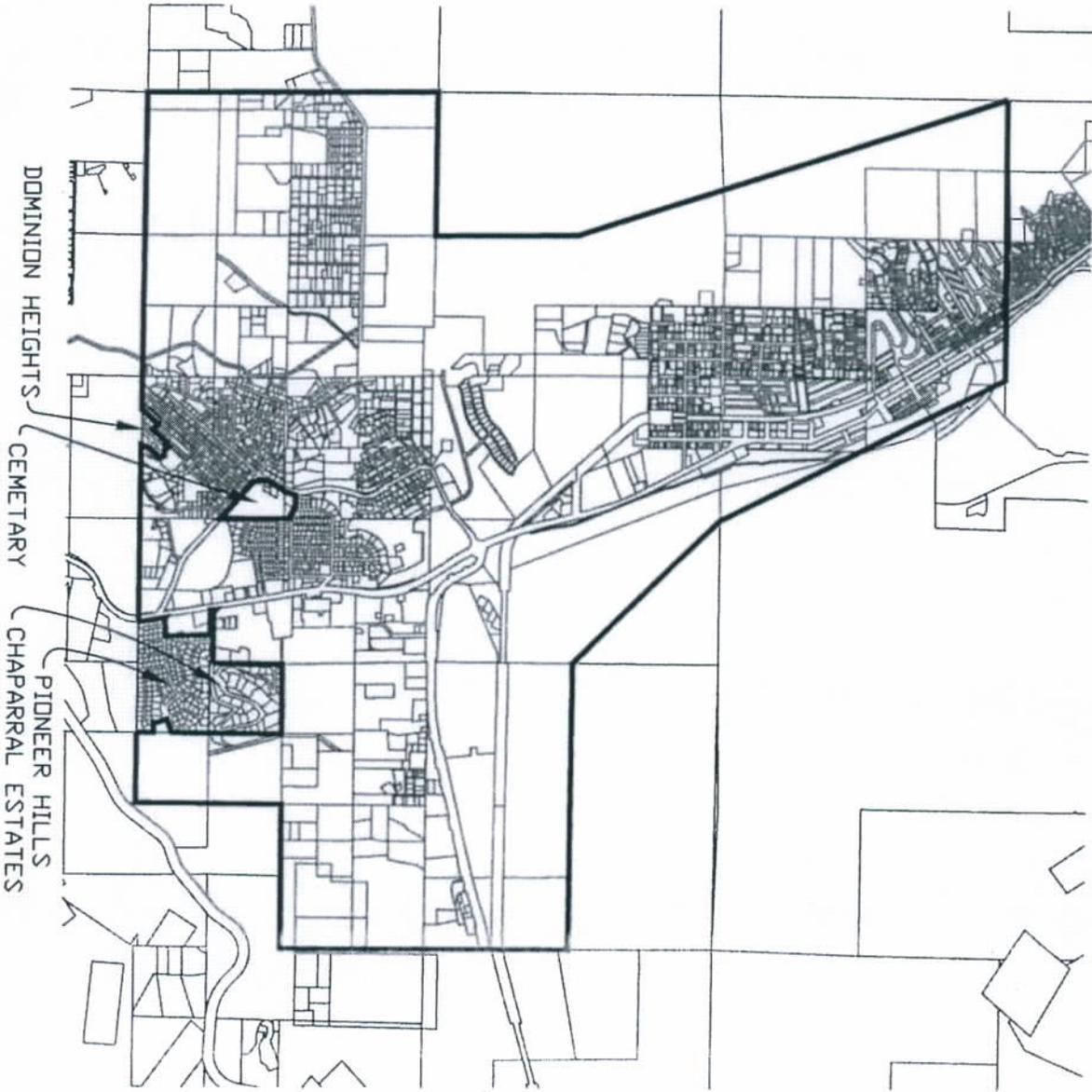
BOUNDARY DESCRIPTION PROPOSED TRI-CITY SANITARY DISTRICT

Beginning at the Southwest Corner of Section 29;
Thence along the West line of Section 29 to the Northwest Corner of Section 29;
Thence in a Northeasterly direction to the East Quarter Corner of Section 20;
Thence in a Northeasterly direction to the North Quarter Corner of Section 21;
Thence Northerly, along the North-South Mid-Section line of Section 16, to the North Quarter corner of Section 16;
Thence Easterly, along the North Section lines of Section 16 and Section 15 to the North Quarter Corner of Section 15;
Thence Southerly, along the North-South Mid-Section line of Section 15, to the Center Quarter corner of Section 15;
Thence Easterly, along the East-West Mid-Section line of Section 15, to the East Quarter Corner of Section 15;
Thence Southerly, along the East lines of Section 15, Section 22 and Section 27, to the Southeast Corner of Section 27;
Thence Westerly, along the South line of Section 27, to the Southwest Corner of Section 27;
Thence Northerly, along the West line of Section 27, to the West Quarter Corner of Section 27;
Thence Westerly, along the East-West Mid-Section line of Section 28, to the Center Quarter Corner of Section 28;
Thence Southwesterly to the Southwest Corner of Section 29 and the Point of Beginning;
All within Township 1 North, Range 15 East of the Gila and Salt River Meridian;
Except any portion of the above described property lying within the plat of Pioneer Hills Subdivision, as recorded in Map numbers 519, 519A and 519B, records of the Gila County, Arizona;
Also, Except any portion of the above described property lying within the plat of Chaparral Estates, as recorded in Map number 455, records of the Gila County, Arizona;
Also, Except any portion of the above described property lying within that portion of the plat of Dominion Heights, recorded in Map number 429, records of the Gila County, Arizona, which lies outside of the boundary of the Cobre Valley Sanitary District as described in the document recorded in Docket 255, Pages 76-78, records of Gila County, Arizona;
Also, except any portion of the above described property lying within the cemetery property described as: bounded on the North by the North boundary of the South half of Section 22, on the East and South by the plat of Central Heights, as recorded in Map number 52, records of Gila County, Arizona, and on the West by the plat of Country Club Manor Unit No. 2, as recorded in Map number 146, Records of Gila County, Arizona.
The above description is based on records provided by others. No field survey was performed for use in preparing this description. Other record information may be available which is in conflict with the above description. No warranty, either express or implied is associated with this description.



PROPOSED
TRI-CITY SANITARY DISTRICT
BOUNDARY
JOB # 15-2010-3018

amec E & E, Inc.



Regular BOS Meeting

Date: 10/26/2010

Submitted By: David Caddell, Health & Community Services Division
Department: Health & Community Services Division
Division: Community Services Department
Presenter's Name: David B. Caddell

Information

Request/Subject

Qualified Vendor Agreement No. 05785 between the of State of Arizona, Department of Economic Security, Division of Developmental Disabilities, and Gila County Division of Health and Community Services, dba: Gila Employment and Special Training (GEST).

Background Information

Qualified Vendor Agreement No. 05785 will replace our current Qualified Vendor Agreement No. 00290, which will expire December 31, 2010. The current rates for services will not be effected. Gila Employment and Special Training is a fee for service provider.

Evaluation

This Qualified Vendor Agreement allows the GEST Program to provide the following services; Day Treatment & Training - Adult, Day Treatment & Training - Children Summer Program, Habitation - Support - Hourly, Habitation - Individually Designed Living Arrangement, Attendant Care, Respite, Transportation, Employment Support Aide, Group Supported Employment, Individual Supported Employment and Transportation - Employment Related, to those clients whose Division of Developmental Disabilities authorization indicated a specific need for these services. Currently we are serving 18 Gila County individuals, for a total of 30 services under this agreement.

Conclusion

This Qualified Vendor Agreement allows the GEST Program to provide the following services; Day Treatment & Training - Adult, Day Treatment & Training - Children Summer Program, Habitation - Support - Hourly, Habitation - Individually Designed Living Arrangement, Attendant Care, Respite, Transportation, Employment Support Aide, Group Supported Employment, Individual Supported Employment and Transportation - Employment Related, to those clients whose Division of Developmental Disabilities authorization indicated a specific need for these services after our current agreement expires on 12/31/2010.

Recommendation

The GEST Program recommends Board approval and the Chairman's signature on Qualified Vendor Agreement No. 05785, which will allow GEST to continue to provide these services to Department of Economic Security (DES), Division of Developmental Disabilities (DDD) clients.

Suggested Motion

Information/Discussion/Action to approve Qualified Vendor Agreement No. 05785 between Arizona Department of Economic Security, Division of Developmental Disabilities and the Gila County Division of Health and Community Services dba Gila Employment and Special Training to provide Day Treatment & Training - Adult, Day Treatment & Training - Children Summer Program, Habitation - Support - Hourly, Habitation - Individually Designed Living Arrangement, Attendant Care, Respite, Transportation, Employment Support Aide, Group Supported Employment, Individual Supported Employment and Transportation - Employment Related effective date of this agreement is either the date that this award is signed by the State of Arizona Procurement Officer or January 1, 2011, whichever is later. **(David Caddell)**

Attachments

Link: [Administrative Sites](#)

Link: [Application and QV Agreement Award](#)

Link: [Assurance and Submittals Form](#)

Link: [List of Services Offered](#)

Link: [Service Detail Information](#)

Link: [Service Sites](#)

Link: [Vendor Contact Information](#)

Link: [Vendor Policies](#)

Link: [Audit 07-08 Final](#)

DDD QUALIFIED VENDOR APPLICATION

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	SUBMITTED

Administrative Sites

Site Name **Gila Employment and Special Training**

District: DISTRICT 5
 5515 S. Apache Ave. Suite 200 Globe, Az 85501
 Globe, ARIZONA 85501
 Telephone: (928) 4257631

Primary Contact Information

Name: David Caddell
 Telephone: (928) 4257631
 Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: David Caddell
 Telephone: (928) 4257631 FAX: (928) 4259468
 Email Address: dcaddell@co.gila.az.us

After Hours Contact Information

Name: David Caddell
 Telephone: (928) 8123791 FAX:
 Email Address: dcaddell@co.gila.az.us

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

DDD QUALIFIED VENDOR APPLICATION

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	SUBMITTED

Administrative Sites

Services At This Site	Service Status	Service Status Start Date
ATTENDANT CARE	Submitted	10/07/2010
DAY TREATMENT & TRAINING - ADULT	Submitted	10/07/2010
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Submitted	10/07/2010
EMPLOYMENT SUPPORT AIDE	Submitted	10/07/2010
GROUP SUPPORTED EMPLOYMENT	Submitted	10/07/2010
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Submitted	10/07/2010
HABILITATION SERVICES - SUPPORT - HOURLY	Submitted	10/07/2010
INDIVIDUAL SUPPORTED EMPLOYMENT	Submitted	10/07/2010
RESPITE CARE HOURLY & DAILY	Submitted	10/07/2010
TRANSPORTATION	Submitted	10/07/2010
TRANSPORTATION, EMPLOYMENT RELATED	Submitted	10/07/2010

DDD QUALIFIED VENDOR APPLICATION

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	SUBMITTED

Administrative Sites

Site Name **Gila Employment and Special Training/Payson**

District: DISTRICT 5
 107 West Frontier Street, Suite C

Payson, ARIZONA 85541
 Telephone: (928) 4741759

Primary Contact Information

Name: David Caddell
 Telephone: (928) 4028664
 Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: Leona Bowman
 Telephone: (928) 4741759 FAX: (928) 4688056
 Email Address: lbowman@co.gila.az.us

After Hours Contact Information

Name: David Caddell
 Telephone: (928) 8123791 FAX: (928) 4259468
 Email Address: dcaddell@co.gila.az.us

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

DDD QUALIFIED VENDOR APPLICATION

FEI #:	866000444	Vendor:	Gila Employment and Special Training
Contract #:	05785	Contract Status :	SUBMITTED

Administrative Sites

Services At This Site	Service Status	Service Status Start Date
ATTENDANT CARE	Submitted	10/07/2010
DAY TREATMENT & TRAINING - ADULT	Submitted	10/07/2010
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Submitted	10/07/2010
EMPLOYMENT SUPPORT AIDE	Submitted	10/07/2010
GROUP SUPPORTED EMPLOYMENT	Submitted	10/07/2010
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Submitted	10/07/2010
HABILITATION SERVICES - SUPPORT - HOURLY	Submitted	10/07/2010
INDIVIDUAL SUPPORTED EMPLOYMENT	Submitted	10/07/2010
RESPIRE CARE HOURLY & DAILY	Submitted	10/07/2010
TRANSPORTATION	Submitted	10/07/2010
TRANSPORTATION, EMPLOYMENT RELATED	Submitted	10/07/2010

**APPLICATION AND
QUALIFIED VENDOR AGREEMENT AWARD**

Arizona Department of
Economic Security
Division of
Developmental Disabilities

APPLICATION

TO: THE STATE OF ARIZONA

The Undersigned hereby applies and agrees to provide the service(s) in compliance with the corresponding RFQVA(s).

For clarification of this application, contact:

David Caddell
Name:
(928) 4257631
Phone Number
(928) 4259468
Fax Number
dcaddell@co.gila.az.us
E-Mail Address:

If awarded a Qualified Vendor Agreement, all notices should be sent to:

David B. Caddell
Name:
5515 South Apache Ave. Suite 200
Street Address
Globe AZ 85501
City State Zip
(928) 4257631 (928) 4259468
Phone Number Fax Number
dcaddell@co.gila.az.us
E-Mail Address:

866000444
Federal Employer Identification Number or SSN
Gila Employment and Special Training
Company Name:
5515 South Apache Ave. Suite 200
Mailing Address
Globe AZ 85501
City State Zip
(928) 4257631 (928) 4259468
Phone Number Fax Number

Signature of Person Authorized to Sign Application
Michael Pastor
Printed Name
Chairman, Gila Cnty
Title

2nd Signature of Person Authorized to Sign Application

2nd Printed Name

2nd Title

APPROVAL OF APPLICATION AND AGREEMENT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your application is hereby approved. The Qualified Vendor is now bound to provide the service(s) listed in the attached award notice based upon the corresponding RFQVA for each service, including all terms, conditions, service specifications, scope of work, amendments, etc., and the Qualified Vendor's application as accepted by the State.

This agreement shall henceforth be referred to as Qualified Vendor Agreement No.05785. The begin date and the effective date of this agreement is either the date that this award is signed by the Procurement Officer or January 1, 2011, whichever is later.

Procurement Specialist

State of Arizona
Awarded this Date: _____

DDD QUALIFIED VENDOR APPLICATION

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status: SUBMITTED

ASSURANCES AND SUBMITTALS

- | | | |
|-----|--|-----|
| 1. | Does the Applicant agree to maintain and comply with all certification(s) and/or registration(s) required by Arizona law, rules, or policy for the provision of each developmental disability service applied for? | YES |
| 2. | Does the Applicant understand that payment will not be made for services delivered prior to the effective date of certification(s) and/or registration(s) required by Arizona law, rules, or policy? | YES |
| 3. | Does the Applicant agree to obtain, maintain, and comply with any licenses required by Arizona law, rules, or policy for the provision of a developmental disability service applied for? | YES |
| 4. | Does the Applicant understand that payment will not be made for services delivered prior to the effective date of any license required by Arizona law, rules, or policy? | YES |
| 5. | Has the Applicant or any of its directors, officers, owners, or key personnel had a community developmental disability service or similar service license(s), certification(s) and/or registration(s) revoked, denied or suspended in Arizona or in other states within the past five years? If yes, submit an explanation and current status. | NO |
| 6. | Has the Applicant or any of its directors, officers, or owners terminated any contracts for cause, had any contracts terminated for cause or been involved in a contract lawsuit related to community developmental disability services or similar services in Arizona or in another state within the past five years? If yes, submit a detailed description of such terminations or lawsuits. | NO |
| 7. | Are there any suits or judgments pending or entered (within the last five years) against the Applicant or its directors, officers, owners, or key personnel related to the provision of community developmental disability services or similar services in Arizona or in other states? If yes, submit a summary of those suits or judgments and describe actions the Applicant has taken to prevent future suits or judgments. | NO |
| 8. | Has the Applicant or any of its directors, officers, owners, or managers been convicted of a criminal offense related to Medicare, Medicaid, or the State Children's Health Insurance Program? If yes, submit information on the person and the conviction. | NO |
| 9. | Have any of the Applicant's key personnel been convicted of a felony within the past 15 years? If yes, submit information on the key personnel and the conviction. | NO |
| 10. | Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant? If yes, submit an explanation. | NO |
| 11. | If the Applicant is a corporation, does it own or is it owned by a corporation, and/or is it affiliated with a corporation? If yes, submit an organizational chart that demonstrates ownership and/or corporate affiliations. | NA |

DDD QUALIFIED VENDOR APPLICATION

FEI#: 866000444 Vendor: Gila Employment and Special Training
Contract#: 05785 Contract Status: SUBMITTED

ASSURANCES AND SUBMITTALS

12. Does the Applicant or any of the Applicant's officers or administrative staff have a relative as defined in A.R.S. § 38-502 who is an employee of the Division with direct or indirect responsibility for the purchasing, authorizing, monitoring or evaluating of community developmental disability services or vendors? If yes, submit a statement disclosing the conflict or potential conflict of interest. NO
13. Is the Applicant required to make a full written disclosure pursuant to the provision of Section 6.4.9 (Substantial Interest Disclosure)? If yes, submit a full written disclosure of the proposed payments and amount. NO
14. Has the Applicant, its directors, or officers been debarred, suspended or otherwise lawfully prohibited from any public procurement activity, or does the Applicant employ, consult, subcontract with or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended or otherwise lawfully prohibited from any public procurement activity? NO
15. Is a suspension or debarment currently pending? If yes, submit an explanation. NO
16. Has the Applicant submitted a current State of Arizona Substitute W-9 form (Request for Taxpayer Identification and Certification) with this application? YES
17. Does the Applicant certify that it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of the Application? YES
18. All amendments (if any) to the RFQVA that have been issued are acknowledged by a signature and the signature page of the amendment are submitted with the hardcopy application. YES
19. The applicable document described below is submitted: YES
- (1) A complete audited financial statement
 - (2) For Applicants that do not have an audited financial statement
 - (a) A corporate financial statement; or
 - (b) If a newly formed corporation, the corporate business plan with the personal financial statements of the Director or Chief Executive Officer; or
 - (c) If not a corporation, the personal financial statements of the owners or partners.
20. Are there any judgments, tax deficiencies or claims pending or entered against the Applicant that would require disclosure in an audited financial statement? If yes, submit a disclosure statement. NO

DDD QUALIFIED VENDOR APPLICATION

FEI#: 866000444 Vendor: Gila Employment and Special Training
Contract#: 05785 Contract Status: SUBMITTED

ASSURANCES AND SUBMITTALS

- 21. Is the Applicant submitting the Certificates of Insurance required by Section 6.7.6 with the hard copy of the application? YES
- 22.. If the Applicant is not submitting the Certificates of Insurance required by Section 6.7.6 with the hard copy of the application, does the Applicant certify that it will submit the required Certificates of Insurance prior to accepting a referral or providing a service? NA
- 23. Has the Applicant declared bankruptcy within the last seven years? If yes, submit a court approved corrective plan of action. NO
- 24. Will the Applicant use a subcontractor(s) to provide services? If yes, submit the following information about each subcontractor: subcontractor company name; subcontractor Federal Employer Identification number (FEIN) or Social Security number (SSN); subcontractor contact name; and direct service(s) provided by the subcontractor. NO
- 25. Is the hardcopy of the Qualified Vendor Application package a true copy of the information submitted in electronic form to the Division website and does it contain all required attachments? YES

I have the authority and/or responsibility to submit this Application and to act as a representative of the Applicant in all phases of the Application process.

The information provided in the Application, including information entered into the Qualified Vendor Application and Directory System and any attachments, is true, correct and accurate to the best of my knowledge. I understand that any false statement may disqualify this Application from further consideration or be cause for agreement termination.

I agree to notify the Division of Developmental Disabilities within ten business days of any changes to the information provided in the Application.

Signature

Date

FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION

DES/DDD may contact any source available to verify the information submitted in the application and may use this information and any additional information obtained from the source(s) in evaluating the application.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444

Contract #: 05785

Contract Status Start Date: 10/07/2010

Vendor:

Gila Employment and Special Training

Contract Status :

SUBMITTED

Contract Status Code:

Services	RFQVA	Service Status	Service Status Start Date
ATTENDANT CARE	DDD710000	Submitted	10/07/2010
DAY TREATMENT & TRAINING - ADULT	DDD710000	Submitted	10/07/2010
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	DDD710000	Submitted	10/07/2010
EMPLOYMENT SUPPORT AIDE	DDD710000	Submitted	10/07/2010
GROUP SUPPORTED EMPLOYMENT	DDD710000	Submitted	10/07/2010
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	DDD710000	Submitted	10/07/2010
HABILITATION SERVICES - SUPPORT - HOURLY	DDD710000	Submitted	10/07/2010
INDIVIDUAL SUPPORTED EMPLOYMENT	DDD710000	Submitted	10/07/2010
RESPIRE CARE HOURLY & DAILY	DDD710000	Submitted	10/07/2010
TRANSPORTATION	DDD710000	Submitted	10/07/2010
TRANSPORTATION, EMPLOYMENT RELATED	DDD710000	Submitted	10/07/2010

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
ATTENDANT CARE

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
ATTENDANT CARE

Service Status
Submitted

Service Status
Start Date
10/07/2010

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
ATTENDANT CARE

Service Status
Submitted

Service Status
Start Date
10/07/2010

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
ATTENDANT CARE

Service Status
Submitted

Service Status
Start Date
10/07/2010

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
DAY TREATMENT & TRAINING - ADULT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
DAY TREATMENT & TRAINING - ADULT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
DAY TREATMENT & TRAINING - ADULT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
DAY TREATMENT & TRAINING - ADULT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Service Status
Submitted

Service Status
Start Date
10/07/2010

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Service Status
Submitted

Service Status
Start Date
10/07/2010

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Service Status
Submitted

Service Status
Start Date
10/07/2010

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
EMPLOYMENT SUPPORT AIDE

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

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DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
EMPLOYMENT SUPPORT AIDE

Service Status
Submitted

Service Status
Start Date
10/07/2010

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy. When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
EMPLOYMENT SUPPORT AIDE

Service Status
Submitted

Service Status
Start Date
10/07/2010

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
EMPLOYMENT SUPPORT AIDE

Service Status
Submitted

Service Status
Start Date
10/07/2010

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients. Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
EMPLOYMENT SUPPORT AIDE

Service Status
Submitted

Service Status
Start Date
10/07/2010

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
EMPLOYMENT SUPPORT AIDE

Service Status
Submitted

Service Status
Start Date
10/07/2010

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
GROUP SUPPORTED EMPLOYMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
GROUP SUPPORTED EMPLOYMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

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In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy. When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
GROUP SUPPORTED EMPLOYMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
GROUP SUPPORTED EMPLOYMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients. Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
GROUP SUPPORTED EMPLOYMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives. Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

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Service Level Detail

GROUP SUPPORTED EMPLOYMENT

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Start Date
10/07/2010

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

DDD QUALIFIED VENDOR APPLICATION

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Service Level Detail
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

Service Status
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Start Date
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Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy. When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

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Service Level Detail
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

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Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

DDD QUALIFIED VENDOR APPLICATION

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Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

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DDD QUALIFIED VENDOR APPLICATION

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Service Level Detail
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

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Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

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Service Level Detail

HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

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DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
HABILITATION SERVICES - SUPPORT - HOURLY

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff will review the documents provided by the Division Support Coordinator and assign the appropriate staff person to meet the needs of the client. GEST direct service staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Services will be provided based on the ISP plan, and staff will, when appropriate or as part of the plan, coordinate with other community services. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
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- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicle insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

DDD QUALIFIED VENDOR APPLICATION

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Service Level Detail
HABILITATION SERVICES - SUPPORT - HOURLY

Service Status
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Service Status
Start Date
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All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

DDD QUALIFIED VENDOR APPLICATION

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HABILITATION SERVICES - SUPPORT - HOURLY

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Please indicate if there are any active community advisory groups.

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Service Level Detail
INDIVIDUAL SUPPORTED EMPLOYMENT

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Service Status
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How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
INDIVIDUAL SUPPORTED EMPLOYMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients. Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

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Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
INDIVIDUAL SUPPORTED EMPLOYMENT

Service Status
Submitted

Service Status
Start Date
10/07/2010

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

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Service Level Detail

INDIVIDUAL SUPPORTED EMPLOYMENT

Service Status
Submitted

Service Status

Start Date
10/07/2010

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
RESPIRE CARE HOURLY & DAILY

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

- NO Transportation in an individual/staff owned vehicle
- YES Transportation in an agency owned, leased or contracted vehicle
- NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

DDD QUALIFIED VENDOR APPLICATION

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Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
RESPIRE CARE HOURLY & DAILY

Service Status
Submitted

Service Status
Start Date
10/07/2010

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
RESPITE CARE HOURLY & DAILY

Service Status
Submitted

Service Status
Start Date
10/07/2010

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
TRANSPORTATION

Service Status
Submitted

Service Status
Start Date
10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

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Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services Department.

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Service Level Detail
TRANSPORTATION

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Service Status
Start Date
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365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

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Complaint/Grievance Process

Describe the complaints/grievances process.

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How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Service Level Detail
TRANSPORTATION, EMPLOYMENT RELATED

Service Status
Submitted

Service Status
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10/07/2010

Program Description

Briefly describe your program for this service from referral through service delivery.

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Service Level Detail
TRANSPORTATION, EMPLOYMENT RELATED

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In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy. When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

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Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

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Service Level Detail
TRANSPORTATION, EMPLOYMENT RELATED

Service Status
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Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

DDD QUALIFIED VENDOR APPLICATION

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Service Level Detail
TRANSPORTATION, EMPLOYMENT RELATED

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Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

DDD QUALIFIED VENDOR APPLICATION

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Service Level Detail
TRANSPORTATION, EMPLOYMENT RELATED

Service Status
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Service Status
Start Date
10/07/2010

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status: SUBMITTED

Admin Site: Gila Employment and Special Training
For Service: HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT
Service Status: Submitted Service Status Start Date: 10/07/2010

Site Name **Gila Employment and Special Training**

5515 South Apache Ave. Suite 200

District: DISTRICT 1

Globe, ARIZONA 85501

Alpha Code:

Telephone: (928) 4257631

Primary Contact Information

Name: David Caddell
Telephone: (928) 4028664
Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: David Caddell
Telephone: (928) 4257631 FAX: (928) 4259468
Email Address:

After Hours Contact Information

Name: David Caddell
Telephone: (928) 8123791 FAX: (928) 4259468
Email Address:

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: New Referrals? YES Age
Current Occupancy: Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
 Contract #: 05785 Contract Status: SUBMITTED

Admin Site: Gila Employment and Special Training
 For Service: DAY TREATMENT & TRAINING - ADULT
 Service Status: Submitted Service Status Start Date: 10/07/2010

Site Name Gila Employment and Special Training

5515 South Apache Ave. Suite 200

District: DISTRICT 5

Globe, ARIZONA 85501

Alpha Code: GL

Telephone: (928) 4257631

Primary Contact Information

Name: David Caddell
 Telephone: (928) 4257631
 Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: David Caddell
 Telephone: (928) 4257631 FAX: (928) 4259468
 Email Address: dcaddell@co.gila.az.us

After Hours Contact Information

Name: David Caddell
 Telephone: (928) 8123791 FAX: (928) 4259468
 Email Address: dcaddell@co.gila.az.us

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: New Referrals? YES Age
 Current Occupancy: Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
 Contract #: 05785 Contract Status: SUBMITTED

Admin Site: Gila Employment and Special Training/Payson
 For Service: HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT
 Service Status: Submitted Service Status Start Date: 10/07/2010

Site Name Gila Employment and Special Training

107 West Frontier Street, Suite C

District: DISTRICT 1

Payson, ARIZONA 85541

Alpha Code:

Telephone: (928) 4741759

Primary Contact Information

Name: David Caddell
 Telephone: (928) 4257631
 Email Address: dcaddell@cableone.net

Site Scheduler Information

Name: Leona Bowman
 Telephone: (928) 4741759 FAX: (928) 4688056
 Email Address: lbowman@co.gila.az.us

After Hours Contact Information

Name: David Caddell
 Telephone: (928) 8123791 FAX: (928) 4259468
 Email Address:

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: New Referrals? YES Age
 Current Occupancy: Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
 Contract #: 05785 Contract Status: SUBMITTED

Admin Site: Gila Employment and Special Training/Payson
 For Service: DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM
 Service Status: Submitted Service Status Start Date: 10/07/2010

Site Name Gila Employment and Special Training

107 W. Frontier Suite C

District: DISTRICT 5

Payson, ARIZONA 85541

Alpha Code: GL

Telephone: (928) 4741759

Primary Contact Information

Name: David Caddell
 Telephone: (928) 4257631
 Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: Leona Bowman
 Telephone: (928) 4741759 FAX: (928) 4688056
 Email Address: lbowman@co.gila.az.us

After Hours Contact Information

Name: David Caddell
 Telephone: (928) 8123791 FAX: (928) 4259468
 Email Address:

Sunday		To	
Monday	08:00AM	To	05:00PM
Tuesday	08:00AM	To	05:00PM
Wednesday	07:45AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: New Referrals? YES Age
 Current Occupancy: Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
 Contract #: 05785 Contract Status: SUBMITTED

Admin Site: Gila Employment and Special Training/Payson
 For Service: DAY TREATMENT & TRAINING - ADULT
 Service Status: Submitted Service Status Start Date: 10/07/2010

Site Name Gila Employment and Special Training

107 W. Frontier, Suite C District: DISTRICT 5
 Payson, ARIZONA 85541 Alpha Code: GL
 Telephone: (928) 4741759

Primary Contact Information

Name: David Caddell
 Telephone: (928) 4257631
 Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: Leona Bowman
 Telephone: (928) 4741759 FAX: (928) 4688056
 Email Address: lbowman@co.gila.az.us

After Hours Contact Information

Name: David Caddell
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Sunday		To	
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Tuesday	08:00AM	To	05:00PM
Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: New Referrals? YES Age
 Current Occupancy: Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
 Contract #: 05785 Contract Status: SUBMITTED

Admin Site: Gila Employment and Special Training
 For Service: DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM
 Service Status: Submitted Service Status Start Date: 10/07/2010

Site Name Gila Employment and Special Trainingq

5515 South Apache Ave. Suite 200

District: DISTRICT 5

Globe, ARIZONA 85501

Alpha Code: GL

Telephone: (928) 4257631

Primary Contact Information

Name: David Caddell
 Telephone: (928) 4257631
 Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: David Caddell
 Telephone: (928) 4257631 FAX: (928) 4259468
 Email Address: dcaddell@co.gila.az.us

After Hours Contact Information

Name: David Caddell
 Telephone: (928) 8123791 FAX: (928) 4259468
 Email Address:

Sunday		To	
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Wednesday	08:00AM	To	05:00PM
Thursday	08:00AM	To	05:00PM
Friday	08:00AM	To	05:00PM
Saturday		To	

Maximum Capacity: New Referrals? YES Age
 Current Occupancy: Number of Bedrooms: Age To:

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Training
Contract #: 05785 Contract Status : SUBMITTED

Vendor Contract Information

FEI# or SSN: 866000444
Executive/Owner Name: Gila County Gila County
AHCCCS ID: 019481
Organization Type: Agency

Principal Contact Information

Name: David Caddell
Telephone: (928) 4257631 FAX: (928) 4259468
Email Address: dcaddell@co.gila.az.us

Notice Contact Information

Name: David B. Caddell
Telephone: (928) 4257631 FAX: (928) 4259468
Email Address: dcaddell@co.gila.az.us

Vendor Street Address

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

Telephone: (928) 4257631

Vendor Mailing Address

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

FAX: (928) 4259468

Billing/Payment Information

Name: David B. Caddell 5515 South Apache Ave. Suite 200
Telephone: (928) 4257631
Email Address: dcaddell@co.gila.az.us Globe, ARIZONA 85501
FAX: (928) 4259468

Authorized Signatory

Name: Michael Pastor
Title: Chairman, Gila Cnty

2nd Authorized Signatory

Name:
Title:

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444

Vendor: Gila Employment and Special Trai Contract Status Start Date: 10/07/2010

Contract #: 05785

Contract Status : SUBMITTED

Vendor Policies

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.

When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be seperated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the the information, qualifications, and experience given by the applicants. All newly hired staff are required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much trunover in staff. GEST staff stay in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff are cross trained and adaptable to provide and care for all clients. GEST direct service staff have weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff are aware of all the clients individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Trail Contract Status Start Date: 10/07/2010
Contract #: 05785 Contract Status : SUBMITTED

Vendor Policies

Who is the person within the vendor's organization for reviewing incident reports?

David Caddell

Who is the person within the vendor's organization for notifying a consumer's family/representative of incidents?

David Caddell

Do you have written policies and procedures regarding the reporting of incidents of abuse, neglect and exploitation?

YES

Are reporting protocols shared with consumers/families/consumer representatives?

YES

How are incidents of abuse, neglect, exploitation or injury reported internally?

GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then ,within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manuel. As a service provider for persons with disabilities, GEST staff are mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Who is the person within the vendor's organization responsible for resolving the complaint/grievance?

Dave Fletcher

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Trail Contract Status Start Date: 10/07/2010
Contract #: 05785 Contract Status : SUBMITTED

Vendor Policies

Is there a complaint/grievance form?

YES

Do you have written policies and procedures regarding the submission of complaints/grievances?

YES

Are complaints/grievances shared with consumers/families/consumer representatives?

YES

Who can file a complaint/grievance?

Any client

What is the complaint/grievance handling timeline?

Varies according to the type of complaint, usually not more than 10 work days

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 5515 South Apache Ave. Suite 200., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Trail Contract Status Start Date: 10/07/2010
Contract #: 05785 Contract Status : SUBMITTED

Vendor Policies

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients. Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff are very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how are consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Who is feedback forwarded to within the agency?

David Caddell

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumers satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Is past feedback available to consumers/families/consumer representatives when considering a vendor?

YES

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

DDD QUALIFIED VENDOR APPLICATION

FEI #: 866000444 Vendor: Gila Employment and Special Trail Contract Status Start Date: 10/07/2010
Contract #: 05785 Contract Status : SUBMITTED

Vendor Policies

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calender is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and aprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff hasl developed an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff are continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate, on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

Gila County
Single Audit Reporting Package
Year Ended June 30, 2008

Gila County
Single Audit Reporting Package
Year Ended June 30, 2008

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**Gila County
Single Audit Reporting Package
Year Ended June 30, 2008**

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Independent Auditor's Report

The Auditor General of the State of Arizona

The Board of Supervisors of
Gila County, Arizona

We have audited the accompanying financial statements of the governmental activities, each major fund, and aggregate remaining fund information of Gila County as of and for the year ended June 30, 2008, which collectively comprise the County's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the County's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and aggregate remaining fund information of Gila County as of June 30, 2008, and the respective changes in financial position thereof for the year then ended in conformity with U.S. generally accepted accounting principles.

As described in Note 1, the County implemented the provisions of the Governmental Accounting Standards Board (GASB) Statement Nos. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, and 50, *Pension Disclosures (an amendment of GASB Statements No. 25 and No. 27)*, for the year ended June 30, 2008, which represent changes in accounting principles.

The Management's Discussion and Analysis on pages 3 through 9, the Schedule of Agent Retirement Plans' Funding Progress on pages 41 through 42, and the Budgetary Comparison Schedules on pages 43 through 49 are not required parts of the basic financial statements, but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards listed in the table of contents is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

In connection with our audit, nothing came to our attention that caused us to believe that the County failed to use highway user revenue fund monies received by the County pursuant to Arizona Revised Statutes Title 28, Chapter 18, Article 2 and any other dedicated state transportation revenues received by the County solely for the authorized transportation purposes. However, our audit was not directed primarily toward obtaining knowledge of such compliance.

In accordance with *Government Auditing Standards*, we have also issued our report dated February 26, 2010, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended solely for the information and use of the members of the Arizona State Legislature, the Auditor General of the State of Arizona, the Board of Supervisors, and management and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.

Miller, Allen & Co., P.C.

February 26, 2010

Gila County
Management's Discussion and Analysis
June 30, 2008

As management of Gila County, we offer readers of the County's financial statements this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2008. We encourage readers to consider the information presented here in conjunction with the financial statements.

Financial Highlights

- The assets of the County exceeded its liabilities at the close of the current fiscal year by \$49,223,503 (net assets). Of this amount, \$25,244,430 (unrestricted net assets) may be used to meet the government's ongoing obligations to citizens and creditors.
- As of the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of \$28,842,889, an increase of \$935,212 in comparison with the prior year's balance of \$27,907,677.
- At the end of the current fiscal year, unreserved fund balance for the general fund was \$11,532,783 or 30% of total general fund expenditures.
- The County's total long-term liabilities decreased by a net of \$1,350,686 during the current fiscal year in comparison with the prior year's balance of \$7,750,594. Key factors in this decrease included (a) scheduled principal payments of \$1,630,455, (b) an increase in the landfill closure and postclosure costs of \$184,531 and, (c) a net increase in compensated absences of \$95,238 during the year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. Required supplementary information is included in addition to the basic financial statements.

Government-wide financial statements are designed to provide readers with a broad overview of the County's finances in a manner similar to a private sector business.

The *statement of net assets* presents information on all of the County's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The *statement of activities* presents information showing how net assets changed during the fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows (full accrual accounting). Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). The statement of activities distinguishes functions of the County that are principally supported by taxes and intergovernmental revenues from other functions that are intended to recover all or part of their costs through user fees and charges.

Gila County
Management's Discussion and Analysis
June 30, 2008

The governmental activities of the County include general government; public safety; highways and streets; health, welfare, and sanitation; culture and recreation; and education.

The government-wide financial statements not only include the County itself (known as the primary government), but also the legally separate Gila County Library District, Street Lighting Districts and Municipal Property Corporation which functions for all practical purposes as departments of the County, and therefore have been included as an integral part of the County.

The government-wide financial statements can be found on pages 11 through 12 of this report.

Fund financial statements are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate finance-related legal compliance. All of the funds of the County can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds statements focus on near-term inflows and outflows of spendable resources as well as the balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the County's near-term financial position.

Because the focus of governmental funds statements is narrower than the government-wide statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances include a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*. The County maintains numerous individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for three funds that are considered to be major funds, General, Public Works and Housing Services. Data from the other governmental funds are combined into a single, aggregated presentation.

The basic governmental fund financial statements can be found on pages 13 through 16 of this report.

Fiduciary Funds are used to account for resources held by the County for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own operations. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary funds financial statements can be found on pages 17 and 18 of this report.

Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Gila County
Management's Discussion and Analysis
June 30, 2008

The notes to the financial statements can be found on pages 19 through 39 of this report.

Required supplementary information presents budgetary comparison schedules for the general and major special revenue funds. This section also includes certain information concerning the County's progress in funding its obligation to provide pension benefits to its employees.

Required supplementary information can be found on pages 41 through 49 of this report.

Government-wide Financial Analysis

Statement of Net Assets—As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. At the close of the fiscal year, the County's assets exceeded liabilities by \$49,223,503.

Condensed Statement of Net Assets
(in thousands)
Governmental Activities
June 30, 2008 and 2007

	2008	Restated 2007
Assets:		
Current and other assets	\$ 32,941	\$ 31,265
Capital assets	26,195	25,826
Total assets	59,136	57,091
Liabilities:		
Long-term liabilities outstanding	6,400	7,751
Other liabilities	3,512	3,026
Total liabilities	9,912	10,777
Net assets:		
Invested in capital assets, net of related debt	23,654	21,655
Restricted for debt service	325	327
Unrestricted	25,245	24,332
Total net assets	\$ 49,224	\$ 46,314

By far the largest portion of Gila County's net assets is unrestricted. Unrestricted net assets of \$25,244,430 or 51% may be used to meet Gila County's ongoing obligations to citizens and creditors. The second largest portion is \$23,653,949 or 48% of the total net assets that reflects its investment in capital assets (e.g. land, buildings, equipment, vehicles and infrastructure), less accumulated depreciation, and any related debt used to acquire those assets that is still outstanding. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

At the end of the current fiscal year, the County is able to report positive balances in both categories of net assets for its governmental activities.

Gila County
Management's Discussion and Analysis
June 30, 2008

The 2007 balances were restated to correct prior years' errors in recording certain capital assets and the related accumulated depreciation. Restated balances have been audited.

Statement of Activities

Already noted was the statement of activities purpose in presenting information in how the government's net assets changed during the current fiscal year. A chart of changes in net assets follows. For the fiscal year, net assets increased \$2,909,699, all coming from governmental activities. The basis of accounting used in the government-wide statement of activities excludes capital expenditures while its revenues include taxes that are used, in part, for the construction of those assets.

Changes in Net Assets
(in thousands)
Governmental Activities
Year Ended June 30, 2008 and 2007

	2008	Restated 2007
Revenues		
<i>Program revenues:</i>		
Charges for services	\$ 7,167	\$ 7,029
Grants and contributions	18,643	19,153
<i>General revenues:</i>		
Property taxes	19,825	18,699
County sales tax	6,679	6,719
Share of state sales tax	5,342	5,477
Vehicle license tax	1,852	1,850
Payments in lieu of taxes	2,079	2,104
Miscellaneous	1,691	1,561
Total revenues	63,278	62,592
Expenses		
General government	19,703	18,245
Public safety	15,999	14,097
Highways and streets	6,811	7,028
Health	2,412	2,539
Welfare	9,524	9,266
Sanitation	1,804	1,750
Culture and recreation	1,440	1,217
Education	2,520	1,931
Interest on long-term debt	155	201
Total expenses	60,368	56,274
Increase in net assets	2,910	6,318
Net assets, beginning of year	46,314	39,996
Net assets, end of year	\$ 49,224	\$ 46,314

Gila County
Management's Discussion and Analysis
June 30, 2008

The 2007 balances were restated to correct prior years' errors in recording certain capital assets and the related accumulated depreciation. Restated balances have been audited.

Revenues

Governmental activities revenues totaled \$63,277,554 for fiscal year 2008 which was a slight increase of 1% over the prior year's total revenues. Property taxes and investment income were the only revenues that had significant increases over the prior year's amounts. The increase in property taxes was due to an increase in assessed valuation in 2008. The increase in investment income was due to an investment gain in market value and an increase in investment income in fiscal year 2008. Charges for services, grants and contributions, County and state-shared sales tax, and payments in lieu of taxes had a decrease over the prior year's amount. These decreases were due to an economic downturn. Lastly, the state-shared vehicle license tax and lottery revenue remained constant in comparison with the prior year's amount.

Expenses

Governmental activities expenses totaled \$60,367,855 for fiscal year 2008, which was an increase of 7% over the prior year's total expenses. This increase was largely due to salary increases and normal inflation.

Financial Analysis of the Government's Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate finance-related legal compliance.

Governmental funds

The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the County's governmental funds reported combined ending fund balances of \$28,842,889, an increase of \$935,212 in comparison with the prior year's balance of \$27,907,677.

The general fund is the chief operating fund of the County. At the end of the current fiscal year, unreserved fund balance of the general fund was \$11,857,907, which was a decrease of 2% over the prior year's balance of \$12,134,364.

The public works fund accounts for road construction and maintenance of major and nonmajor regional roads. At the end of the current fiscal year, unreserved fund balance of the public works fund was \$8,746,824, which was an increase of 9% over the prior year's balance of \$8,008,486. The increase was due to the suspension of four construction projects due to right of way issues.

The housing services fund accounts for the federal grants that provide rental assistance to low income families, and ensure the housing is affordable, decent, safe and sanitary. At the end of the current fiscal year, the fund had a deficit fund balance of \$222,268. The deficit is due to reimbursements that were not received until after the 60 day encumbrance period.

Gila County
Management's Discussion and Analysis
June 30, 2008

General Fund Budgetary Highlight

The general fund had actual revenues \$38,682,621 which was \$563,963 in excess of budgeted revenues of \$38,118,658. Charges for services revenues were \$1,355,520 in excess of the budget due to charges for services revenues not being budgeted correctly for the current year, as actual prior year charges for services revenues were higher than the current year budget.

The general fund had budgeted expenditures before transfers of \$40,797,570. Overall, actual general fund expenditures were underspent by \$2,968,883. The Solid Waste Management department had budgeted expenditures of \$2,619,000 while actual expenditures were underspent by \$1,340,752 as the County is reserving funds for the eventual closing of the landfill. The significant County departments and other budgeted line items overspent are the Board of Supervisors-\$182,035, Economic Development-\$145,000, Elections-\$152,155, Noncapitalized Projects-\$275,788, County Sheriff-\$552,874, Capital Outlay-\$359,779, Principal Retirement-\$458,076, Interest and Fiscal Charges-\$115,645, and Transfers Out-\$574,239. The County will strive to improve its budgeting procedures and control in the future.

Capital Asset and Debt Administration

Capital Assets

The County's investment in capital assets for its governmental activities as of June 30, 2008, amounts to \$26,194,551 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, buildings, machinery and equipment and infrastructure assets (roads, highways, bridges, etc). The prior year's balance of investment in capital assets for its governmental activities was restated from \$26,047,393 to \$25,826,035. The restatement of \$221,358 consists of prior period adjustments to correct accounting errors made in the previously reported amounts of capital assets and accumulated depreciation.

The total net increase in the County's investment in capital assets for the current fiscal year was \$368,516, an increase of approximately 1% in comparison with the prior year's restated balance of \$25,826,035.

**Gila County's Capital Assets
(net of depreciation)
(in thousands)
Governmental Activities
June 30, 2008 and 2007**

	2008	Restated 2007
Land	\$ 3,974	\$ 3,974
Construction in progress	1,102	1,270
Buildings	6,532	6,491
Improvements other than buildings	772	320
Machinery and equipment	7,022	6,685
Infrastructure	6,793	7,086
Total	\$ 26,195	\$ 25,826

Gila County
Management's Discussion and Analysis
June 30, 2008

Additional information on the County's capital assets can be found in Note 6 on pages 27 through 29 of this report.

The 2007 balances were restated to correct prior years' errors in recording certain capital assets and the related accumulated depreciation. Related balances have been audited.

Long-term Debt

At the end of the current fiscal year, the County had total bonded debt outstanding of \$1,625,000. This debt represents certificates of participation issued to finance renovation costs for several County buildings. The County also had a loan payable of \$307,470 which is secured by the County's highway user revenue. The County had long-term capital leases of \$608,132 for vehicles, construction and computer equipment. The remainder of Gila County's debt is landfill closure and postclosure care costs of \$2,557,190 and compensated absences payable of \$1,302,116.

The County's debt was decreased by a net \$1,350,686 during the current fiscal year. This is primarily due to the County making scheduled debt retirement payments of \$1,630,455, increased landfill closure and postclosure care costs of \$184,531 and increased compensated absences payable of \$95,238.

State statutes limit the amount of general obligation debt a county may issue to 6 percent of its total assessed valuation. The current debt limitation for the County is \$28,674,000. Since the County has no general obligation debt, this amount equals the debt capacity. Additional information on long-term debt can be found in Note 8 on pages 29 through 32 of this report.

Economic Factors and Next Year's Budgets and Rates

The unemployment rate for Gila County is currently 6.0 percent, which is an increase from a rate of 4.3 percent a year ago. This compares unfavorably to the state's average unemployment rate of 5.5 percent. These economic factors were considered in preparing the County's budget for the fiscal year 2008-09. The unreserved ending fund balance in the general fund of \$11,532,783 was appropriated for spending in the fiscal year 2008-09 budget. The County's primary property tax rate remained unchanged for fiscal year 2008-09.

Requests for Information

This financial report is designed to provide a greater overview of Gila County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed as follows:

Finance Director
Gila County
1400 Ash Street
Globe, Arizona 85501-1483

Basic Financial Statements

Gila County
Statement of Net Assets
June 30, 2008

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 27,891,110
Cash and investments held by trustee	325,124
Receivables (net of allowances for uncollectibles):	
Property taxes	585,971
Accounts	1,128,740
Due from other governments	3,010,454
Capital assets, not being depreciated	5,076,341
Capital assets, being depreciated, net	21,118,210
Total assets	59,135,950
 Liabilities	
Accounts payable	2,675,093
Accrued payroll and employee benefits	754,708
Deposits held for others	82,738
Noncurrent liabilities:	
Due within one year	2,223,359
Due in more than one year	4,176,549
Total liabilities	9,912,447
 Net Assets	
Invested in capital assets, net of related debt	23,653,949
Restricted for:	
Debt service	325,124
Unrestricted	25,244,430
Total net assets	\$ 49,223,503

The accompanying notes are an integral part of these financial statements.

Gila County
Statement of Activities
Year Ended June 30, 2008

Functions	Program Revenues				Net (Expense)
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes in Net Assets
Governmental activities					
General government	\$ 19,703,044	\$ 3,278,209	\$ 1,587,752	\$ 16,154	\$ (14,820,929)
Public safety	15,998,646	1,401,595	3,101,522	369,894	(11,125,635)
Highways and streets	6,811,227	114,429	-	5,387,758	(1,309,040)
Health	2,412,391	266,512	1,332,273	17,078	(796,528)
Welfare	9,523,520	43,179	4,334,153	99,477	(5,046,711)
Sanitation	1,804,305	1,897,100	-	112,443	205,238
Culture and recreation	1,440,332	31,153	113,919	9,677	(1,285,583)
Education	2,519,987	134,494	2,161,244	-	(224,249)
Interest on long-term debt	154,403	-	-	-	(154,403)
Total governmental activities	\$ 60,367,855	\$ 7,166,671	\$ 12,630,863	\$ 6,012,481	\$ (34,557,840)
General revenues:					
Taxes:					
Property taxes, levied for general purposes					18,876,335
Property taxes, levied for Street Lighting Districts					10,483
Property taxes, levied for Library District					937,685
County general and transportation sales tax					6,679,181
Share of state sales tax					5,342,160
Shared revenue-state vehicle license tax					1,852,470
Payments in lieu of taxes					2,079,055
Shared revenue-state lottery					550,035
Gain on sales of capital assets					56,615
Grants and contributions not restricted to specific programs					16,455
Investment income					978,658
Miscellaneous					88,407
Total general revenues					37,467,539
Change in net assets					2,909,699
Net assets, July 1, 2007, as restated					46,313,804
Net assets, June 30, 2008					\$ 49,223,503

The accompanying notes are an integral part of these financial statements.

**Gila County
Balance Sheet
Governmental Funds
June 30, 2008**

	<u>General Fund</u>	<u>Public Works Fund</u>	<u>Housing Services Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
Assets					
Cash and investments	\$ 10,473,574	\$ 8,856,717	\$ 231	\$ 8,560,588	\$ 27,891,110
Cash and investments held by trustee	325,124				325,124
Receivables (net of allowances for uncollectibles):					
Property taxes	556,764			29,207	585,971
Accounts	930,496	106,889		91,355	1,128,740
Due from:					
Other funds	1,153,424			262,236	1,415,660
Other governments	856,559	671,726	353,631	1,128,538	3,010,454
Total assets	<u>\$ 14,295,941</u>	<u>\$ 9,635,332</u>	<u>\$ 353,862</u>	<u>\$ 10,071,924</u>	<u>\$ 34,357,059</u>
Liabilities and Fund Balances					
Liabilities:					
Accounts payable	\$ 1,357,374	\$ 506,463	\$ 50,213	\$ 761,043	\$ 2,675,093
Accrued payroll and employee benefits	516,996	83,812	6,917	146,983	754,708
Due to other funds	1,368	298,233	519,000	597,059	1,415,660
Deposits held for others	5,532			77,206	82,738
Deferred revenues	556,764			29,207	585,971
Total liabilities	<u>2,438,034</u>	<u>888,508</u>	<u>576,130</u>	<u>1,611,498</u>	<u>5,514,170</u>
Fund balances:					
Unreserved, reported in:					
General fund	11,532,783				11,532,783
Special revenue funds		8,746,824	(222,268)	8,460,426	16,984,982
Reserved for debt service	325,124				325,124
Total fund balances	<u>11,857,907</u>	<u>8,746,824</u>	<u>(222,268)</u>	<u>8,460,426</u>	<u>28,842,889</u>
Total liabilities and fund balances	<u>\$ 14,295,941</u>	<u>\$ 9,635,332</u>	<u>\$ 353,862</u>	<u>\$ 10,071,924</u>	<u>\$ 34,357,059</u>

The accompanying notes are an integral part of these financial statements.

Gila County
Reconciliation of the Balance Sheet to the Statement of Net Assets
Governmental Funds
June 30, 2008

Fund balances - total governmental funds	\$ 28,842,889
<i>Amounts reported for governmental activities in the Statement of Net Assets are different because:</i>	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	26,194,551
Some receivables are not available to pay for current-period expenditures and therefore, are deferred in the funds.	585,971
Some liabilities, including bonds payable, are not due and payable in the current period and therefore, are not reported in the funds.	<u>(6,399,908)</u>
Net assets of governmental activities	<u><u>\$ 49,223,503</u></u>

The accompanying notes are an integral part of these financial statements.

Gila County
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2008

	General Fund	Public Works Fund	Housing Services Fund	Other Governmental Funds	Total Governmental Funds
Revenues:					
Taxes	\$ 21,908,587	\$ 3,391,644		\$ 948,168	\$ 26,248,399
Licenses and permits	671,029	8,471		123,926	803,426
Intergovernmental	10,805,105	5,377,650	\$ 722,595	11,320,594	28,225,944
Charges for services	4,390,520	99,915		1,266,248	5,756,683
Fines and forfeits	514,827			91,735	606,562
Donations and contributions			16,959	240,616	257,575
Investment income	348,806	328,196	25	301,631	978,658
Miscellaneous	43,747			44,660	88,407
Total revenues	38,682,621	9,205,876	739,579	14,337,578	62,965,654
Expenditures:					
Current:					
General government	17,536,011			1,260,600	18,796,611
Public safety	11,909,658			3,678,252	15,587,910
Highways and streets		5,883,435		25,139	5,908,574
Health				2,398,258	2,398,258
Welfare	4,432,556		935,669	4,136,451	9,504,676
Sanitation	1,278,248			108,100	1,386,348
Culture and recreation	243,638			1,192,151	1,435,789
Education	379,076			2,132,230	2,511,306
Debt service:					
Principal retirement	783,076	810,985		36,394	1,630,455
Interest and fiscal charges	115,645	30,612		8,146	154,403
Capital outlay	1,150,779	1,209,490		412,458	2,772,727
Total expenditures	37,828,687	7,934,522	935,669	15,388,179	62,087,057
Excess (deficiency) of revenues over expenditures	853,934	1,271,354	(196,090)	(1,050,601)	878,597
Other financing sources (uses):					
Proceeds from sale of capital assets	24,321	10,604		21,690	56,615
Transfers in	760,321		80,000	1,835,033	2,675,354
Transfers out	(1,915,033)	(543,620)		(216,701)	(2,675,354)
Total other financing sources (uses)	(1,130,391)	(533,016)	80,000	1,640,022	56,615
Net change in fund balances	(276,457)	738,338	(116,090)	589,421	935,212
Fund balances, July 1, 2007	12,134,364	8,008,486	(106,178)	7,871,005	27,907,677
Fund balances, June 30, 2008	\$ 11,857,907	\$ 8,746,824	\$ (222,268)	\$ 8,460,426	\$ 28,842,889

The accompanying notes are an integral part of these financial statements.

Gila County
Reconciliation of the Statement of Revenues, Expenditures, and Changes
in Fund Balances to the Statement of Activities
Governmental Funds
Year Ended June 30, 2008

Net change in fund balances - total governmental funds \$ 935,212

Amounts reported for governmental activities in the
Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	\$ 2,772,727	
Depreciation expense	<u>(2,404,211)</u>	368,516

Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		255,285
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Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Assets. Repayment of debt principal is an expenditure in governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Assets.		
Principal repaid		1,630,455

Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available resources. In the Statement of Activities, however, which is presented on the accrual basis of accounting, expenses and liabilities are reported regardless of when the financial resources are available.

Increase in compensated absences	(95,238)	
Increase in landfill closure and postclosure costs	<u>(184,531)</u>	(279,769)

Change in net assets of governmental activities		<u>\$ 2,909,699</u>
--	--	----------------------------

The accompanying notes are an integral part of these financial statements.

Gila County
Statement of Fiduciary Net Assets
Fiduciary Funds
June 30, 2008

	<u>Investment Trust Funds</u>	<u>Agency Funds</u>
Assets		
Cash and investments	\$ 60,744,608	\$ 861,395
Total assets	<u>60,744,608</u>	<u>\$ 861,395</u>
Liabilities		
Due to other governments		\$ 151,448
Deposits held for others		<u>709,947</u>
Total liabilities		<u>\$ 861,395</u>
Net Assets		
Held in trust for investment trust participants	<u>\$ 60,744,608</u>	

The accompanying notes are an integral part of these financial statements.

Gila County
Statement of Changes in Fiduciary Net Assets
Fiduciary Funds
Year Ended June 30, 2008

	Investment Trust Funds
Additions:	
Contributions from participants	\$ 119,088,517
Investment income	55,134
Total additions	119,143,651
Deductions:	
Distributions to participants	106,689,856
Change in net assets	12,453,795
Net assets, July 1, 2007	48,290,813
Net assets, June 30, 2008	\$ 60,744,608

The accompanying notes are an integral part of these financial statements.

Gila County
Notes to Financial Statements
June 30, 2008

Note 1 – Summary of Significant Accounting Policies

The accounting policies of Gila County conform to generally accepted accounting principles applicable to governmental units adopted by the Governmental Accounting Standards Board (GASB).

For the year ended June 30, 2008, the County implemented the provisions of GASB Statement Nos. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*; and 50, *Pension Disclosure (an amendment of GASB Statements No. 25 and No. 27)*. GASB Statement No. 45 establishes governmental employer accounting and financial reporting requirements for postemployment benefits other than pensions. GASB Statement No. 50 amends GASB Statement Nos. 25 and 27 to require governmental employers to present certain additional pension disclosures in the notes and additional required supplementary information.

A. Reporting Entity

The County is a general purpose local government that is governed by a separately elected board of three county supervisors. The accompanying financial statements present the activities of the County (the primary government) and its component units.

Component units are legally separate entities for which the County is considered to be financially accountable. Blended component units, although legally separate entities, are in substance part of the County's operations. Therefore, data from these units is combined with data of the primary government. Discretely presented component units, on the other hand, are reported in a separate column in the government-wide financial statements to emphasize they are legally separate from the County. Each blended component unit discussed below has a June 30 year-end. The County has no discretely presented component units.

The following table describes the County's component units:

<u>Component Unit</u>	<u>Description; Criteria for Inclusion</u>	<u>Reporting Method</u>	<u>For Separate Financial Statements</u>
Gila County Library District	Provides and maintains library services for County's residents; the County's Board of Supervisors serves as the board of directors	Blended	Not available
Gila County Street Lighting Districts	Operates and maintains street lighting in areas outside local city jurisdictions; the County's Board of Supervisors serves as the board of directors	Blended	Not available
Gila County Municipal Property Corporation	A nonprofit corporation that assists in the acquisition of tangible real and personal property; exists only to serve the County	Blended	Not available

Gila County
Notes to Financial Statements
June 30, 2008

Related Organizations

The Industrial Development Authority, Environmental Economic Community Organization, Eastern Arizona Counties Organization, Northern Gila County Economic Development, and Southern Gila County Economic Development are legally separate entities that were created to assist in the economic development of commercial and industrial enterprises for Gila County. Their operations are completely separate from the County and the County is not financially accountable for these organizations. Therefore, the financial activities of these organizations are not included in the accompanying financial statements.

B. Basis of Presentation

The basic financial statements include both government-wide statements and fund financial statements. The government-wide statements focus on the County as a whole, while the fund financial statements focus on major funds. Each presentation provides valuable information that can be analyzed and compared between years and between governments to enhance the usefulness of the information.

Government-wide statements - provide information about the primary government (the County) and its component units. The statements include a statement of net assets and a statement of activities. These statements report the financial activities of the overall government, except for fiduciary activities. Governmental activities generally are financed through taxes and intergovernmental revenues.

A statement of activities presents a comparison between direct expenses and program revenues for each function of the County's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The County does not allocate indirect expenses to programs or functions. Program revenues include:

- charges to customers or applicants for goods, services, or privileges provided,
- operating grants and contributions, and
- capital grants and contributions, including special assessments.

Revenues that are not classified as program revenues, including internally dedicated resources and all taxes, are reported as general revenues.

Generally, the effect of interfund activity has been eliminated from the government-wide financial statements to minimize the double counting of internal activities. However, charges for interfund services provided and used are not eliminated if the prices approximate their external exchange values.

Fund financial statements - provide information about the County's funds, including fiduciary funds and blended component units. Separate statements are presented for the governmental and fiduciary fund categories. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All

Gila County
Notes to Financial Statements
June 30, 2008

remaining governmental funds are aggregated and reported as nonmajor funds. Fiduciary funds are aggregated and reported by fund type.

The County reports the following major governmental funds:

The General Fund is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Public Works Fund accounts for road construction and maintenance of major and nonmajor regional roads, and is funded by a ½ cent County sales tax, impact fees, and highway user revenue.

The Housing Services Fund accounts for federal grants that provide rental assistance to low income families, and ensure the housing is affordable, decent, safe and sanitary. It also accounts for state, local and private revenue sources that provide assistance to County residents to rehabilitate their homes and bring them up to minimum State standards and improve the health, safety and energy efficiency of their homes.

The County reports the following fund types:

The Investment Trust Funds accounts for pooled assets held and invested by the County Treasurer on behalf of other governmental entities.

The Agency Funds account for assets held by the County as an agent for the State and various local governments, and for property taxes collected and distributed to the federal, state and local governments.

C. Basis of Accounting

The government-wide and fiduciary fund financial statements are presented using the economic resources measurement focus, with the exception of agency funds, and the accrual basis of accounting. The agency funds are custodial in nature and do not have a measurement focus. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied. Grants and donations are recognized as revenue as soon as all eligibility requirements the provider imposed have been met.

Governmental funds in the fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when they become both measurable and available. The County considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. The County's major revenue sources that are susceptible to accrual are property taxes, special assessments, intergovernmental, charges for services, and

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investment earnings. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, compensated absences, and landfill closure and postclosure care costs, which are recognized as expenditures to the extent they are due and payable. General capital asset acquisitions are reported as expenditures in governmental funds. Issuances of general long-term debt and acquisitions under capital lease agreements are reported as other financing sources.

Under the terms of grant agreements, the County funds certain programs by a combination of grants and general revenues. Therefore, when program expenses are incurred, there are both restricted and unrestricted net assets available to finance the program. The County applies grant resources to such programs before using general revenues.

D. Cash and Investments

Nonparticipating interest-earning investment contracts are stated at cost. Money market investments and participating interest-earning investment contracts with a remaining maturity of 1 year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value.

E. Property Taxes Calendar

The County levies real and personal property taxes on or before the third Monday in August that become due and payable in two equal installments. The first installment is due on the first day of October and becomes delinquent after the first business day of November. The second installment is due on the first day of March of the next year and becomes delinquent after the first business day of May.

A lien assessed against real and personal property attaches on the first day of January preceding assessment and levy.

F. Capital Assets

Capital assets are reported at actual cost or estimated historical cost if historical records are not available. At June 30, 2008, 33 percent of the total governmental activities capital assets are stated at estimated historical cost based on price levels at time of acquisition. Donated assets are reported at estimated fair value at the time received.

Capitalization thresholds (the dollar values above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide statements are as follows:

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	Capitalization Threshold	Depreciation Method	Estimated Useful Life
Land	\$ 5,000	N/A	N/A
Buildings	5,000	Straight-line	7-30 years
Improvements other than buildings	5,000	Straight-line	20-40 years
Machinery and equipment	5,000	Straight-line	3-25 years
Infrastructure	50,000	Straight-line	7-50 years

G. Investment Income

Investment income is composed of interest, dividends, and net changes in the fair value of applicable investments.

H. Compensated Absences

Compensated absences consist of vacation leave and a calculated amount of sick leave earned by employees based on services already rendered.

Employees may accumulate up to 240 hours of vacation depending on years of service, but any vacation hours in excess of the maximum amount that are unused at year-end are forfeited. Upon termination of employment, all unused and unforfeited vacation benefits are paid to employees. Accordingly, vacation benefits are accrued as a liability in the government-wide financial statements. A liability for these amounts is reported in the governmental funds' financial statements only if they have matured, for example, as a result of employee resignations and retirements by fiscal year-end.

Employees may accumulate an unlimited number of sick leave hours. Generally, sick leave benefits provide for ordinary sick pay and are cumulative but are forfeited upon termination of employment. Because sick leave benefits do not vest with employees, a liability for sick leave benefits is not accrued in the financial statements. However, upon retirement, employees who have accumulated at least 1,000 hours of sick leave receive a \$3,000 bonus. The liability for vested sick leave is recorded in the Statement of Net Assets.

Note 2 – Beginning Balances Restated

Net assets on the governmental-wide Statement of Activities as of July 1, 2007, has been restated to correct for prior years' errors in the recording of certain capital assets and the related accumulated depreciation for those assets.

	Governmental Activities
Net assets as of June 30, 2007, as previously reported	\$ 46,535,162
Correction of prior years' errors in capital assets	(221,358)
Net assets as of July 1, 2007, as restated	<u>\$ 46,313,804</u>

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Note 3 – Individual Fund Deficits

The following Special Revenue Funds had fund deficits in excess of \$1,000 as of June 30, 2008:

<u>Fund</u>	<u>Fund Name</u>	<u>Deficit</u>
2000	Housing Services	\$ 222,268
2013	Work Investment Act	187,180
3013	Sheriff Seized Equity Recapture	3,944
3056	Methamphetamine Initiative Intergovernmental Agreement	11,097
3569	Victim of Crime Act—Victim Compensation	2,599
4059	State Aid Enhancement	22,051
4187	Globe Safe Schools	7,153
4195	Diversion Intake	36,204
4555	Drug Enforcement—Superior Court	19,244
4847	Family Law Commissioner	2,000
5510	Gila County Education Service	7,111
6010	Library Assistance	30,000
6590	Arizona State RV Park	9,793
6591	Transportation Enhancement	3,052
7147	Computer System Recorder	7,145
7515	Midland / Central Heights Streets Lighting Improvement District	5,514
7516	Claypool / Lower Miami Streets Lighting Improvement District	8,933
Z148	Math and Science Continuation	1,869
Z187	Professional Development	2,172
Z425	Adult Basic Education	9,134
Z443	Delinquent Program	1,800
Z444	Rim Guidance Center	5,680
A110	ESEA Title I—Helping Disadvantaged Children	5,327
A115	ESEA Title I—Neglected and Delinquent	5,717

These fund deficits resulted either from operations or a carryover deficit from prior years, but are expected to be corrected through normal operations or through General Fund transfers in future years.

Note 4 – Deposits and Investments

Arizona Revised Statutes (A.R.S.) authorize the County to invest public monies in the State Treasurer's investment pool; obligations issued or guaranteed by the United States or any of the senior debt of its agencies, sponsored agencies, corporations, sponsored corporations, or instrumentalities, specified state and local government bonds; interest-earning investments such as savings accounts, certificates of deposit, and repurchase agreements in eligible depositories; and specified commercial paper, bonds, debentures, and notes issued by corporations organized and doing business in the United States. In addition, the County Treasurer may invest trust funds in fixed income securities of corporations doing business in the United States or District of Columbia.

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Notes to Financial Statements
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Credit risk

Statutes have the following requirements for credit risk:

1. Commercial paper must be rated P1 by Moody's investors service or A1 or better by Standard and Poor's rating service.
2. Corporate bonds, debentures, and notes must be rated A or better by Moody's investors service or Standard and Poor's rating service.
3. Fixed income securities must carry one of the two highest ratings by Moody's investors service and Standard and Poor's rating service. If only one of the above-mentioned services rates the security, it must carry the highest rating of that service.

Custodial credit risk

Statutes require collateral for demand deposits, certificates of deposit, and repurchase agreements at 101 percent of all deposits not covered by federal depository insurance.

Concentration of credit risk

Statutes do not include any requirements for concentration of credit risk.

Interest rate risk

Statutes require that public monies invested in securities and deposits have a maximum maturity of 5 years and that public operating fund monies invested in securities and deposits have a maximum of 3 years. Investments in repurchase agreements must have a maximum maturity of 180 days.

Foreign currency risk

Statutes do not allow foreign investments.

Deposits - At June 30, 2008, the carry amount of the County's deposits was \$510,099 and the bank balance was \$2,569,370. The County does not have a formal policy with respect to custodial credit risk.

Investments - The County's investments at June 30, 2008, were as follows:

<u>Investment Type</u>	<u>Amount</u>
U.S. agency securities	\$ 84,625,796
Repurchase agreement (collateralized by Federal Agency Securities)	4,355,218
U.S. Treasury money market fund	325,124
	<u>\$ 89,306,138</u>

Credit Risk - Credit risk is the risk that an issuer or counterparty to an investment will not fulfill its obligations. The County does not have a formal policy with respect to credit risk.

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At June 30, 2008, credit risk for the County's investments was as follows:

<u>Investment Type</u>	<u>Rating</u>	<u>Rating Agency</u>	<u>Amount</u>
U.S. agency securities	Aaa	Moody's	\$ 84,625,796
Repurchase agreement (collateralized by Federal Agency Securities)	Aaa	Moody's	4,355,218
U.S. Treasury money market fund	Not rated	Not applicable	<u>325,124</u>
			<u>\$ 89,306,138</u>

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the counterparty's failure, the County will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The County does not have a formal policy with respect to custodial credit risk.

At June 30, 2008, the County had a \$325,124 investment reported in the General Fund. The investment was held by a trustee in a U. S. Treasury money market fund and was uninsured, not registered in the County's name, and held by the counterparty.

Concentration of credit risk - Concentration of credit risk is the risk of loss associated with the significance of investments in a single issuer. The County does not have a formal policy with respect to concentration of credit risk.

Five percent or more of the County's investments at June 30, 2008, were in debt securities of various U.S. agencies as follows:

<u>U.S. Agency</u>	<u>Amount</u>	<u>Percent of County Investments</u>
Federal Home Loan Mortgage Corporation	\$ 28,977,309	32.4
Federal Home Loan Bank System	42,900,519	48.0
Federal National Mortgage Association	6,748,608	7.6
Federal Farm Credit Banks	<u>5,999,360</u>	6.7
	<u>\$ 84,625,796</u>	

Interest rate risk - Interest rate risk is the risk that changes in interest rates will adversely affect an investment's fair value. The County does not have a formal policy with respect to interest rate risk.

At June 30, 2008, the County had the following investments in debt securities:

<u>Investment Type</u>	<u>Amount</u>	<u>Investment Maturities</u>	
		<u>Less than 1 Year</u>	<u>1-5 Years</u>
U.S. agency securities	\$ 84,625,796	\$ 63,974,484	\$ 20,651,312
Repurchase agreement (collateralized by Federal Agency Securities)	4,355,218	4,355,218	-
U.S. Treasury money market fund	<u>325,124</u>	<u>325,124</u>	-
	<u>\$ 89,306,138</u>	<u>\$ 68,654,826</u>	<u>\$ 20,651,312</u>

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A reconciliation of cash, deposits, and investments to amounts shown on the Statement of Net Assets and Statement of Fiduciary Net Assets follows:

Cash, deposits, and investments:	
Cash on hand	\$ 6,000
Amount of deposits	510,099
Amount of investments	89,306,138
Total	<u>\$ 89,822,237</u>

	Statement of Net Assets	Statement of Fiduciary Net Assets		Total
	Governmental Activities	Investment Trust Funds	Agency Funds	
Cash and investments	\$ -	\$ 60,744,608	\$ 861,395	\$ 61,606,003
Cash and cash equivalents	27,891,110	-	-	27,891,110
Cash and investments held by trustee	325,124	-	-	325,124
Total	<u>\$ 28,216,234</u>	<u>\$ 60,744,608</u>	<u>\$ 861,395</u>	<u>\$ 89,822,237</u>

Note 5 – Due from Other Governments

Amounts due from other governments at June 30, 2008, in the Statement of Net Assets include \$351,657 in Highway User Revenues, \$585,937 in County excise tax, \$157,205 in auto lieu taxes, \$252,899 in sales tax, \$220,052 in health service grants, \$353,631 in Community Development Block Grants, \$102,782 in Workforce Investment Act grant, \$287,411 in other community service grants, \$184,083 in the Homeland Security Grant, \$243,265 in other federal grants, \$203,615 in state grants, and \$67,917 in reimbursements and charges for services due from various government agencies.

Note 6 – Capital Assets

Capital asset activity for the year ended June 30, 2008, was as follows:

	Balance July 1, 2007 as restated	Increases	Decreases	Balance June 30, 2008
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 3,974,077			\$ 3,974,077
Construction in progress (estimated cost to complete \$5,052,058)	1,270,436	\$ 1,149,139	\$ 1,317,311	1,102,264
Total capital assets not being depreciated	<u>5,244,513</u>	<u>1,149,139</u>	<u>1,317,311</u>	<u>5,076,341</u>
Capital assets being depreciated:				
Buildings	18,618,042	459,306		19,077,348
Improvements other than buildings	417,338	468,535		885,873
Machinery and equipment	23,557,291	1,907,711	505,429	24,959,573
Infrastructure	12,207,879	105,347		12,313,226
Total capital assets being depreciated	<u>54,800,550</u>	<u>2,940,899</u>	<u>505,429</u>	<u>57,236,020</u>

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Less accumulated depreciation for:				
Buildings	12,127,552	417,772		12,545,324
Improvements other than buildings	97,260	16,852		114,112
Machinery and equipment	16,872,183	1,571,604	505,429	17,938,358
Infrastructure	5,122,033	397,983		5,520,016
<i>Total accumulated depreciation</i>	<u>34,219,028</u>	<u>2,404,211</u>	<u>505,429</u>	<u>36,117,810</u>
<i>Total capital assets being depreciated, net</i>	<u>20,581,522</u>	<u>536,688</u>		<u>21,118,210</u>
Governmental activities capital assets, net	<u>\$ 25,826,035</u>	<u>\$ 1,685,827</u>	<u>\$ 1,317,311</u>	<u>\$ 26,194,551</u>

Restatement of Beginning Capital Assets Balance

Capital assets have been restated to correct errors made in accounting for increases (decreases) in cost and accumulated depreciation. The restatements are as follows:

	Balance June 30, 2007 as previously reported	Increases	Decreases	Balance July 1, 2007 As restated
Governmental activities:				
Land	\$ 3,974,077			\$ 3,974,077
Construction in progress	1,270,436			1,270,436
Buildings	18,709,869		\$ 91,827	18,618,042
Improvements other than buildings	375,486	\$ 41,852		417,338
Machinery and equipment	23,795,793		238,502	23,557,291
Infrastructure	12,197,871	10,008		12,207,879
Less accumulated depreciation for:				
Buildings	12,181,249		53,697	12,127,552
Improvements other than buildings	56,386	40,874		97,260
Machinery and equipment	16,926,479		54,296	16,872,183
Infrastructure	5,112,025	10,008		5,122,033
<i>Totals</i>	<u>\$ 26,047,393</u>	<u>\$ 978</u>	<u>\$ 222,336</u>	<u>\$ 25,826,035</u>

Depreciation expense was charged to functions as follows:

Governmental activities:	
General government	\$ 811,195
Public safety	410,736
Highways and streets	902,653
Health	14,133
Welfare	18,844
Sanitation	233,426
Culture and recreation	4,543
Education	8,681
Total governmental activities depreciation expense	<u>\$ 2,404,211</u>

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Construction Commitments

The County has active construction projects as of June 30, 2008, with estimated costs to complete and remaining contractual commitments of \$5,052,058 of which the more significant of these projects includes the extension of Russell Road and Hospital Road, realignment of Roberts Drive, repairing Old Highway 88 and Wheatfields Road, the Ice House bridge and Fossil Creek Road, Phase II. The projects are financed through the half cent County sales tax and loan proceeds.

Note 7 – Loans Payable

The County maintains a revolving line of credit with a \$3,500,000 limit and interest payable at the same time as principal, which is contingent on the County's receipt of "nonrestricted operating revenues" as defined by A.R.S. §11-604.01. The credit line is secured by "nonrestricted" operating revenues received by the County Treasurer. Any unpaid principal and interest becomes due on the maturity date of June 30 of each year. The interest rate is at the bank's prime rate less 3.55% for fiscal year 2008. During fiscal year 2008, the County had not borrowed against the line of credit. Therefore, the County had no outstanding balance on this credit line as of June 30, 2008.

Note 8 – Long-Term Liabilities

The following schedule details the County's long-term liability and obligation activity for the year ended June 30, 2008:

	Balance July 1, 2007	Additions	Reductions	Balance June 30, 2008	Due within 1 year
Governmental activities:					
Certificates of participation payable	\$ 1,840,000	-	\$ 215,000	\$ 1,625,000	\$ 230,000
ADOT loan payable	998,720	-	691,250	307,470	307,470
Capital leases payable	1,332,337	-	724,205	608,132	383,773
Landfill closure and postclosure care costs payable	2,372,659	\$ 184,531		2,557,190	
Compensated absences payable	1,206,878	1,686,836	1,591,598	1,302,116	1,302,116
Governmental activities long-term liabilities	<u>\$ 7,750,594</u>	<u>\$ 1,871,367</u>	<u>\$ 3,222,053</u>	<u>\$ 6,399,908</u>	<u>\$ 2,223,359</u>

Certificates of participation - During the year ended June 30, 2000, the County issued \$3,245,000 in certificates of participation with an interest rate of 6.4 percent to finance renovation costs for a newly-acquired county administration building and several other County buildings, and to refund the outstanding 1991 Series A certificates of participation. The certificates are generally noncallable, with interest payable semiannually, however, become callable on June 1, 2009. The County's

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obligation to make certificates of participation payments will be subject to and dependent upon annual appropriations being made by the County.

Certificates outstanding at June 30, 2008, were as follows:

<u>Description</u>	<u>Interest Rates</u>	<u>Maturities</u>	<u>Outstanding Principal July 1, 2007</u>	<u>Issues</u>	<u>Retirements</u>	<u>Outstanding Principal June 30, 2008</u>
Series 1999	6.4%	11/24/08-5/24/14	\$ 1,840,000	\$ -	\$ 215,000	\$ 1,625,000

The following schedule details debt service requirements to maturity for the County's certificates of participation payable at June 30, 2008:

<u>Year Ending June 30</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2009	\$ 230,000	\$ 100,320
2010	245,000	85,440
2011	260,000	69,440
2012	280,000	52,480
2013	295,000	34,400
2014	315,000	15,200
Total	<u>\$ 1,625,000</u>	<u>\$ 357,280</u>

ADOT Loans – On May 27, 2003, the County received a \$1,237,500 loan from the Arizona Department of Transportation (ADOT). The purpose of this loan is to fund the construction improvement of Fossil Creek Road. The loan calls for quarterly payments of principal and interest at 1.428%, beginning on June 15, 2004, and ending on March 15, 2009.

On November 1, 2006, the County received a \$487,500 loan from the Arizona Department of Transportation (ADOT). The purpose of this loan is to fund the construction improvement of Six Shooter Canyon Road and Bridge Project. The loan calls for quarterly payments of principal and interest at 3.123%, beginning on March 15, 2007, and ending on December 15, 2008.

The following schedule details debt service requirements to maturity for the County's loan with ADOT at June 30, 2008:

<u>Year Ending June 30</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2009	\$ 307,470	\$ 2,752
Total	<u>\$ 307,470</u>	<u>\$ 2,752</u>

Capital leases - The County has acquired machinery and equipment under the provisions of various long-term lease agreements classified as capital leases for accounting purposes because they provide for a bargain purchase option or a transfer of ownership by the end of the lease term.

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The assets acquired through capital leases are as follows:

Machinery and equipment	\$ 1,566,449
Less: accumulated depreciation	<u>406,579</u>
Carrying value	<u>\$ 1,159,870</u>

The following schedule details debt service requirements to maturity for the County's capital leases payable as June 30, 2008:

Year Ending June 30	
2009	\$ 405,444
2010	204,813
2011	<u>28,060</u>
Total minimum lease payments	638,317
Less amount representing interest	<u>30,185</u>
Present value of net minimum lease payments	<u>\$ 608,132</u>

Landfill closure and postclosure care costs - State and federal laws and regulations require the County to place a final cover on its six landfill sites when they stop accepting waste and to perform certain maintenance and monitoring functions at the sites for 30 years after closure. Although closure and postclosure care costs will not be paid until near or after the date that the landfills stop accepting waste, the County reports a portion of these closure and postclosure care costs in each period that the County operates the landfill. These costs will be paid from the General Fund.

The amount recognized each year is based on landfill capacity used at the end of each fiscal year. The \$2,557,190 reported as landfill closure and postclosure care liability at June 30, 2008, represents the cumulative amount reported to date based on the approximate use of 54 percent of the estimated capacity of the Buckhead Mesa Landfill and 47 percent of the Russell Gulch Landfill. The County will recognize the remaining estimated cost of closure and postclosure care of \$2,562,123 as the remaining estimated capacity is filled. These amounts are based on what it would cost to perform all closure and postclosure care in fiscal year 2008.

The County has closed four of its landfills as of June 30, 1996, and expects to close the two remaining landfills in 2017 and 2018. The actual costs may also be higher due to inflation, changes in technology, or changes in regulations. The County is planning for expansion of these landfills to extend their useful lives.

In order to comply with state and federal laws and regulations, the County obtained a letter of credit on September 22, 1999, to ensure the costs of landfill closure, postclosure, and possible corrective action can be met. As part of the agreement for the line of credit, the County established a mandatory sinking fund with an escrow agent. The sinking fund balance will equal the estimated landfill closure and postclosure care costs when the landfills are expected to close. The County entered this agreement as an alternative to complying with the local government financial test requirements.

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Insurance Claims - The County provides life, health, and disability benefits to its employees and their dependents through the Arizona Local Government Employee Benefit Trust currently composed of six member counties. The Trust provides the benefits through a self-funding agreement with its participants and administers the program. The County is responsible for paying the premium and requires its employees to contribute a portion of that premium. If it withdraws from the Trust, the County is responsible for any claims run-out costs, including claims reported but not settled, claims incurred but not reported, and administrative costs. If the Trust were to terminate, the County would be responsible for its proportional share of any Trust deficit.

Compensated Absences - Compensated absences are paid from various funds in the same proportion that these funds pay payroll costs. During the year ended June 30, 2008, the County paid for compensated absences as follows: 64% from the General Fund, 14% from the Public Works Fund, 1% from the Housing Services Fund, and 21% from Other Governmental Funds.

Note 9 - Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters; but was unable to obtain insurance at a cost it considered to be economically justifiable. Therefore, the County joined and is covered by three public entity risk pools: the Arizona Counties Property and Casualty Pool and the Arizona Counties Workers' Compensation Pool, which are described below, and the Arizona Local Government Employee Benefit Trust, which is described above.

The Arizona Counties Property and Casualty Pool is a public entity risk pool currently composed of 11 member counties. The pool provides member counties catastrophic loss coverage for risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters; and provides risk management services. Such coverage includes all defense costs as well as the amount of any judgment or settlement. The County is responsible for paying a premium based on its exposure in relation to the exposure of the other participants, and a deductible of \$25,000 per occurrence for property claims and \$25,000 per occurrence for liability claims. The County is also responsible for any payments in excess of the maximum coverage of \$100 million per occurrence for property claims and \$15 million per occurrence for liability claims. However, lower limits apply to certain categories of losses. A county must participate in the pool at least three years after becoming a member; however, it may withdraw after the initial three-year period. If the pool were to become insolvent, the County would be assessed an additional contribution.

The Arizona Counties Workers' Compensation Pool is a public entity risk pool currently composed of 11 member counties. The pool provides member counties with workers' compensation coverage, as required by law, and risk management

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services. The County is responsible for paying a premium, based on an experience rating formula, that allocates pool expenditures and liabilities among the members.

The Arizona Counties Property and Casualty Pool and the Arizona Counties Workers' Compensation Pool receive independent audits annually and an audit by the Arizona Department of Insurance every 5 years. Both pools accrue liabilities for losses that have been incurred but not reported. These liabilities are determined annually based on an independent actuarial valuation.

Note 10 – Pensions and Other Postemployment Benefits

Plan Descriptions - The County contributes to the four plans described below. Benefits are established by state statute and the plans generally provide retirement, long-term disability, and health insurance premium benefits, including death and survivor benefits. The retirement benefits are generally paid at a percentage, based on years of service, of the retirees' average compensation. Long-term disability benefits vary by circumstance, but generally pay a percentage of the employee's monthly compensation. Health insurance premium benefits are generally paid as a fixed dollar amount per month towards the retiree's healthcare insurance premiums, in amounts based on whether the benefit is for the retiree or for the retiree and his or her dependents.

The *Arizona State Retirement System (ASRS)* administers a cost-sharing, multiple-employer defined benefit pension plan; a cost-sharing, multiple-employer defined benefit health insurance premium plan; and a cost-sharing, multiple-employer defined benefit long-term disability plan that covers employees of the State of Arizona and employees of participating political subdivisions and school districts. The ASRS is governed by the Arizona State Retirement System Board according to the provisions of A.R.S. Title 38, Chapter 5, Article 2.

The *Public Safety Personnel Retirement System (PSPRS)* administers an agent multiple-employer defined benefit pension plan and an agent multiple-employer defined benefit health insurance premium plan that covers public safety personnel who are regularly assigned hazardous duty as employees of the State of Arizona or participating political subdivisions. The PSPRS, acting as a common investment and administrative agent, is governed by a five member board, known as The Fund Manager, and the participating local boards according to the provisions of A.R.S. Title 38, Chapter 5, Article 4.

The *Corrections Officer Retirement Plan (CORP)* administers an agent multiple-employer defined benefit pension plan and an agent multiple-employer defined benefit health insurance premium plan that covers certain employees of the State of Arizona's Department of Corrections and Department of Juvenile Corrections, and county employees whose primary duties require direct inmate contact. The CORP is governed by The Fund Manager of PSPRS and the participating local boards according to the provisions of A.R.S. Title 38, Chapter 5, Article 6.

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Notes to Financial Statements
June 30, 2008

The *Elected Officials Retirement Plan* (EORP) administers a cost-sharing, multiple-employer defined benefit pension plan and a cost-sharing, multiple-employer defined benefit health insurance premium plan that covers State of Arizona and county elected officials and judges, and elected officials of participating cities. The EORP is governed by The Fund Manager of PSPRS according to the provisions of A.R.S. Title 38, Chapter 5, Article 3. Because the health insurance premium plan benefit of the EORP is not established as a formal trust, the EORP is reported in accordance with GASB Statement No. 45 as an agent multiple-employer defined benefit plan. Accordingly, the disclosures that follow reflect the EORP as if it were an agent multiple-employer defined benefit plan.

Each plan issues a publicly available financial report that includes its financial statements and required supplementary information. A report may be obtained by writing or calling the applicable plan.

ASRS
 3300 North Central Avenue
 P.O. Box 33910
 Phoenix, AZ 85067-3910
 (602) 240-2000 or 1-800-621-3778

PSPRS, CORP, and EORP
 3010 East Camelback Road, Suite 200
 Phoenix, AZ 85016-4416
 (602) 255-5575

Funding Policy - The Arizona State Legislature establishes and may amend active plan members' and the County's contribution rates for the ASRS, PSPRS, CORP, and EORP.

Cost-sharing plans - For the year ended June 30, 2008, active ASRS members were required by statute to contribute at the actuarially determined rate of 9.6 percent (9.1 percent for retirement and 0.5 percent for long-term disability) of the members' annual covered payroll and the County was required by statute to contribute at the actuarially determined rate of 9.6 percent (8.05 percent for retirement, 1.05 percent for health insurance premium, and 0.5 percent for long-term disability) of the members' annual covered payroll.

The County's contributions for the current and 2 preceding years, all of which were equal to the required contributions, were as follows:

<u>Year ended June 30</u>	<u>Retirement Fund</u>	<u>Health Benefit Supplement Fund</u>	<u>Long-Term Disability Fund</u>
2008	\$ 1,351,689	\$ 176,307	\$ 83,956
2007	1,279,239	177,907	84,718
2006	942,437	184,567	81,667

Agent plans - For the year ended June 30, 2008, active PSPRS members were required by statute to contribute 7.65 percent of the members' annual covered payroll and the County was required to contribute 20.03 percent, the aggregate of which is the actuarially required amount. The health insurance premium portion of the contribution rate was actuarially set at 0.78 percent of covered payroll. Active

Gila County
Notes to Financial Statements
June 30, 2008

CORP members (correction officers) were required by statute to contribute 7.96 percent of the members' annual covered payroll and the County was required to contribute 7.01 percent, the aggregate of which is the actuarially required amount. The health insurance premium portion of the contribution rate was actuarially set at 0.57 percent of covered payroll. Active CORP members (dispatchers) were required by statute to contribute 7.96 percent of the members' annual covered payroll and the County was required to contribute 5.61 percent, the aggregate of which is the actuarially required amount. The health insurance premium portion of the contribution rate was actuarially set at 0.45 percent of covered payroll. Active EORP members were required by statute to contribute 7.00 percent of the members' annual covered payroll; and the County was required to remit a designated portion of certain court fees plus additional contributions at the actuarially determined rate of 12.84 percent of the members' annual covered payroll. The health insurance premium portion of the contribution rate for normal cost was actuarially set at 1.05 percent of covered payroll.

Actuarial methods and assumptions - The contribution requirements for the year ended June 30, 2008, were established by the June 30, 2006, actuarial valuations, and those actuarial valuations were based on the following actuarial methods and assumptions.

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status of the plans and the annual required contributions are subject to continual revision as actual results are compared to past expectations and new estimates are made. The required schedule of funding progress presented as required supplementary information provides multiyear trend information that shows whether the actuarial value of the plans' assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Projections of benefits are based on 1) the plans as understood by the County and plans' members and include the types of benefits in force at the valuation date, and 2) the pattern of sharing benefit costs between the County and plans' members to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets. The significant actuarial methods and assumptions used are the same for all plans and related benefits (unless noted), and the actuarial methods and assumptions used to establish the fiscal year 2008 contribution requirements, are as follows:

Actuarial valuation date	June 30, 2006
Actuarial cost method	Projected unit credit
Amortization method	Level percent closed for unfunded actuarial accrued liability, open for excess
Remaining amortization period	30 years for unfunded actuarial accrued liability, 20 years for excess
Asset valuation method	Smoothed market value

Gila County
Notes to Financial Statements
June 30, 2008

Actuarial assumptions:

Investment rate of return	8.50%
Projected salary increases	5.50% – 8.50% for PSPRS and CORP; 5.00% for EORP
Inflation rate	5.00%

Annual Pension/OPEB Cost - The County's pension/OPEB cost for the agent plans for the year ended June 30, 2008, and related information follows:

	PSPRS		CORP (Correction Officers)		CORP (Dispatchers)		EORP	
	Pension	Health Insurance	Pension	Health Insurance	Pension	Health Insurance	Pension	Health Insurance
Annual Pension/OPEB cost	\$316,638	\$35,079	\$121,638	\$22,109	\$42,127	\$9,972	\$128,718	\$11,463
Contributions made	316,638	13,843	121,638	-	42,127	-	128,718	\$11,463

Trend Information - Annual pension cost information for the current and 2 preceding years follows for each of the agent plans. Annual OPEB cost information for the current year (i.e., transition year) is as follows. Information about preceding years will be added over the next 2 years.

<u>Plan</u>	<u>Year Ended June 30</u>	<u>Annual Pension/OPEB Cost</u>	<u>Percentage of Annual Cost Contributed</u>	<u>Net Pension/OPEB Obligation</u>
PSPRS				
Pension	2008	\$316,638	100%	-
Health Insurance	2008	35,079	39%	\$ 21,236
Pension and Health Insurance	2007	246,045	100%	-
Pension and Health Insurance	2006	231,563	100%	-
CORP				
Correction Officers				
Pension	2008	121,638	100%	-
Health Insurance	2008	22,109	0%	22,109
Pension and Health Insurance	2007	96,332	100%	-
Pension and Health Insurance	2006	62,979	100%	-
CORP				
Dispatchers				
Pension	2008	42,127	100%	-
Health Insurance	2008	9,972	0%	9,972
Pension and Health Insurance	2007	34,777	100%	-
Pension and Health Insurance	2006	32,427	100%	-
EORP				
Pension	2008	128,718	100%	-
Health Insurance	2008	11,463	100%	-
Pension and Health Insurance	2007	113,227	100%	-
Pension and Health Insurance	2006	123,955	100%	-

Gila County
Notes to Financial Statements
June 30, 2008

Funded Status - The funded status of the plans as of the most recent valuation date, June 30, 2008, along with the actuarial assumptions and methods used in those valuations follow. The EORP, by statute, is a cost-sharing plan. However, because of its statutory construction, in accordance with GASB Statement No. 43, paragraphs 5 and 41, the EORP is reported for such purposes as an agent multiple-employer plan. The Fund Manager obtains an actuarial valuation for the EORP on its statutory basis as a cost-sharing plan and, therefore, actuarial information for the County, as a participating government, is not available.

	<u>PSPRS</u>		<u>CORP</u> <u>(Correction Officers)</u>		<u>CORP</u> <u>(Dispatchers)</u>	
	<u>Pension</u>	<u>Health Insurance</u>	<u>Pension</u>	<u>Health Insurance</u>	<u>Pension</u>	<u>Health Insurance</u>
Actuarial accrued liability (a)	\$ 9,662,245	\$ 385,905	\$ 1,814,540	\$ 81,543	\$ 1,335,120	\$ 80,671
Actuarial value of assets (b)	6,133,620	-	1,846,700	-	1,214,315	-
Unfunded actuarial accrued liability (a) - (b)	3,528,625	385,905	(32,160)	81,543	120,805	80,671
Funded ratio (b)/(a)	63.5%	0%	101.8%	0%	91.0%	0%
Covered payroll (c)	\$ 2,138,950	\$ 2,138,950	\$ 2,189,021	\$ 2,189,021	\$ 755,451	\$ 755,451
Unfunded actuarial accrued liability (funding excess) as a percentage of covered payroll ((a) - (b)) / (c)	165.00%	18.04%	-	3.73%	16.00%	10.68%

The actuarial methods and assumptions used are the same for all plans and related benefits, and for the most recent valuation date, are as follows:

Actuarial valuation date	June 30, 2008
Actuarial cost method	Projected unit credit
Amortization method	Level percent closed for unfunded actuarial accrued liability, open for excess
Remaining amortization period	28 years for unfunded actuarial accrued liability, 20 years for excess
Asset valuation method	Smoothed market value
Actuarial assumptions:	
Investment rate of return	8.50%
Projected salary increases	5.50% - 8.50% for PSPRS and CORP; 5.00% for EORP
Inflation rate	5.50% for PSPRS and 5.00% for CORP and EORP

Gila County
Notes to Financial Statements
June 30, 2008

Note 11 – Interfund Balances and Activity

Interfund receivables and payables – Interfund balances at June 30, 2008, were as follows:

Payable From	Payable To		
	General Fund	Nonmajor Governmental Funds	Total
General Fund	\$ -	\$ 1,368	\$ 1,368
Public Works Fund	37,365	260,868	298,233
Housing Services Fund	519,000	-	519,000
Nonmajor Governmental Funds	597,059	-	597,059
Total	<u>\$1,153,424</u>	<u>\$ 262,236</u>	<u>\$ 1,415,660</u>

Interfund balances resulted from time lags between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. All interfund balances are expected to be paid in one year.

Interfund transfers – Interfund transfers for the year ended June 30, 2008, were as follows:

Transfer From	Transfer To			Total
	General Fund	Housing Services Fund	Nonmajor Governmental Funds	
General Fund	\$ -	\$ 80,000	\$ 1,835,033	\$ 1,915,033
Public Works Fund	543,620	-	-	543,620
Nonmajor Governmental Funds	216,701	-	-	216,701
Total	<u>\$ 760,321</u>	<u>\$ 80,000</u>	<u>\$ 1,835,033</u>	<u>\$ 2,675,354</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments are due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Note 12 – County Treasurer's Investment Pool

Arizona Revised Statutes require community colleges, school districts, and other local governments to deposit certain public monies with the County Treasurer. The Treasurer has a fiduciary responsibility to administer those and the County's monies under her stewardship. The Treasurer invests, on a pool basis, all idle monies not specifically invested for a fund or program. In addition, the Treasurer determines the fair value of those pooled investments annually at June 30.

The County Treasurer's investment pool is not registered with the Securities and Exchange Commission as an investment company and there is no regulatory oversight of its operations. The pool's structure does not provide for shares, and the

Gila County
Notes to Financial Statements
June 30, 2008

County has not provided or obtained any legally binding guarantees to support the value of the participants' investments.

The Treasurer allocates interest earnings to each of the pool's participants.

Substantially all deposits and investments of the County's primary government are included in the County Treasurer's investment pool, except for \$203,988 of deposits and \$325,124 of cash and investments held by trustee. Therefore, the deposit and investment risks of the Treasurer's investment pool are substantially the same as the County's deposit and investment risks. See Note 4 for disclosure of the County's deposit and investment risks.

At June 30, 2008, the carrying amount of the County Treasurer's operating accounts on deposit was \$(549,284).

Details of each investment classification follow:

Investment Type	Principal	Interest Rates	Maturities	Fair Value
U.S. government securities	\$ 84,570,662	2.30-5.25%	7/16/08-2/01/11	\$ 84,625,796
Repurchase Agreement	4,355,218	Unknown	7/01/08	4,355,218

A condensed statement of the investment pool's net assets and changes in net assets follows:

Statement of Net Assets	
Assets	\$ 88,431,730
Liabilities	-
Net assets	<u>\$ 88,431,730</u>
Net assets held in trust for:	
Internal participants	\$ 27,687,122
External participants	<u>60,744,608</u>
Total net assets held in trust	<u>\$ 88,431,730</u>
Statement of Changes in Net Assets	
Total additions	\$ 202,146,331
Total deductions	<u>188,395,180</u>
Net increase	13,751,151
Net assets held in trust	
July 1, 2007	<u>74,680,579</u>
June 30, 2008	<u>\$ 88,431,730</u>

Note 13 – Subsequent Event

In October 2009, the County issued \$1,140,000 in pledged revenue obligations, series 2009 with interest rates ranging from 3 to 5 percent to refund the outstanding certificates of participation, series 1999. In addition, the County issued \$6,860,000 in pledged revenue obligations, series 2009 with interest rates ranging from 3 to 5 percent to purchase the Payson administration building and heavy equipment and finance renovation costs for the women's jail facility, public works facility, county main administration building and maintenance shop. These pledged revenue obligations are secured by pledges of a half cent County sales tax.

Other Required Supplementary Information

Gila County
Required Supplementary Information
Schedule of Agent Retirement Plans' Funding Progress
June 30, 2008

Actuarial Valuation Date	Actuarial Value of Plan Assets (a)	Actuarial Accrued Liability (b)	Funding (Liability) Excess (a-b)	Funded Ratio (a/b)	Annual Covered Payroll (c)	Unfunded Liability as Percentage of Covered Payroll ((a-b)/c)
Public Safety Personnel Retirement System						
Pension						
6/30/2008	\$ 6,133,620	\$ 9,662,245	\$ (3,528,625)	63.50%	\$ 2,138,950	165.00%
Health Insurance						
6/30/2008	-	385,905	(385,905)	0.00%	2,138,950	18.04%
Pension and Health Insurance						
6/30/2007	5,670,728	8,896,666	(3,225,938)	63.70%	1,814,801	177.80%
6/30/2006	6,272,366	8,250,167	(1,977,801)	76.03%	1,636,540	120.90%
Correction Officers Retirement Plan						
Corrections Officers						
Pension						
6/30/2008	\$ 1,846,700	\$ 1,814,540	\$ 32,160	101.80%	\$ 2,189,021	N/A
Health Insurance						
6/30/2008	-	81,543	(81,543)	0.00%	2,189,021	3.73%
Pension and Health Insurance						
6/30/2007	1,510,068	1,617,012	(106,944)	93.40%	2,193,427	4.90%
6/30/2006	1,335,104	1,262,314	72,790	105.80%	1,843,708	N/A
Dispatchers						
Pension						
6/30/2008	\$ 1,214,315	\$ 1,335,120	\$ (120,805)	91.00%	\$ 755,451	16.00%
Health Insurance						
6/30/2008	-	80,671	(80,671)	0.00%	755,451	10.68%
Pension and Health Insurance						
6/30/2007	1,064,231	1,177,455	(113,224)	90.40%	804,833	14.10%
6/30/2006	954,549	910,955	43,594	104.80%	630,779	N/A

Gila County
Required Supplementary Information
Notes to Schedule of Agent Retirement Plans' Funding Progress
June 30, 2008

Note 1 – Actuarial Information Available

For valuation years prior to 2008, which was prior to the implementation of GASB Statement Nos. 43 and 45, the actuarial measurements were made in the aggregate as to pension and health insurance benefits. In future years when GASB Statement Nos. 43 and 45 measurements are made and reported, the pension and health insurance benefits information will be disaggregated and reported separately. The EORP, by statute, is a cost-sharing plan. However, because of its statutory construction, in accordance with GASB Statement No. 43, paragraphs 5 and 41, the EORP is reported for such purposes as an agent multiple-employer plan. The Fund Manager obtains an actuarial valuation for the EORP on its statutory basis as a cost-sharing plan and, therefore, actuarial information for the County, as a participating government, is not available.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
General Fund
Year Ended June 30, 2008

	Original/ Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues:			
Taxes	\$ 21,715,113	\$ 21,908,587	\$ 193,474
Licenses and permits	826,800	671,029	(155,771)
Intergovernmental	11,649,570	10,805,105	(844,465)
Charges for services	3,035,000	4,390,520	1,355,520
Fines and forfeits	640,000	514,827	(125,173)
Investment income	225,000	348,806	123,806
Miscellaneous	27,175	43,747	16,572
Total revenues	38,118,658	38,682,621	563,963
Expenditures:			
Current:			
General government			
Administrative Services	137,906	112,275	25,631
Assessor	956,100	978,074	(21,974)
Board of Supervisors	874,293	1,056,328	(182,035)
Community Development	1,368,156	1,376,222	(8,066)
Computer Services	810,788	748,600	62,188
Computer Upgrade		78,442	(78,442)
Constituent Services	300,000	263,101	36,899
Economic Development	125,000	270,000	(145,000)
Elections	226,750	378,905	(152,155)
Facilities Management	1,001,369	981,562	19,807
Finance	603,852	532,933	70,919
General Administration	793,460	704,949	88,511
Natural Resources	100,000	44,352	55,648
Noncapitalized Projects		275,788	(275,788)
Payroll Costs	235,000	27,158	207,842
Personnel	237,344	254,275	(16,931)
Professional Services	326,243	290,428	35,815
Purchasing	76,677	76,801	(124)
Recorder	675,397	588,898	86,499
Rural Addressing	123,919	114,362	9,557
Treasurer	467,755	444,105	23,650
Water Supply Development	150,000	10,271	139,729

(Continued)

See accompanying notes to budgetary comparison schedule.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
General Fund
Year Ended June 30, 2008

	<u>Original/ Final Budgeted Amounts</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Judicial Services			
County Attorney	1,859,741	1,910,109	(50,368)
County Attorney - Child Support	883,039	691,909	191,130
Constable - Globe	113,270	111,003	2,267
Constable - Payson	156,678	147,370	9,308
Justice Court - Globe	612,600	592,117	20,483
Justice Court - Payson	545,504	521,667	23,837
Indigent Legal Defense	1,196,278	1,122,221	74,057
Clerk of the Superior Court	1,251,717	1,156,329	95,388
Superior Court - Division I	242,187	231,398	10,789
Superior Court - Division II	219,169	220,961	(1,792)
Superior Court - General	918,519	863,054	55,465
Court System Multi-Information Systems	369,369	360,044	9,325
Total general government	<u>17,958,080</u>	<u>17,536,011</u>	<u>422,069</u>
Public safety			
County Sheriff	8,183,996	8,736,870	(552,874)
County Sheriff - Facilities Management	299,351	268,578	30,773
Emergency Services	435,125	277,512	157,613
Flood Plain Management	237,258	177,905	59,353
Juvenile Detention	1,329,718	1,087,018	242,700
Probation	954,155	916,301	37,854
9-1-1	416,910	445,474	(28,564)
Total public safety	<u>11,856,513</u>	<u>11,909,658</u>	<u>(53,145)</u>
Welfare			
AHCCCS Contributions	3,834,100	3,839,180	(5,080)
Indigent Health	25,000	18,102	6,898
Community Agencies	246,500	159,500	87,000
Public Fiduciary	419,276	415,774	3,502
Total welfare	<u>4,524,876</u>	<u>4,432,556</u>	<u>92,320</u>
Sanitation			
Solid Waste Management	2,619,000	1,278,248	1,340,752
Culture and recreation			
Fairgrounds	266,177	243,638	22,539

(Continued)

See accompanying notes to budgetary comparison schedule.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
General Fund
Year Ended June 30, 2008

	<u>Original/ Final Budgeted Amounts</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Education			
School Superintendent	377,924	379,076	(1,152)
Special School Reserve	15,000	-	15,000
Total education	<u>392,924</u>	<u>379,076</u>	<u>13,848</u>
Reserve	<u>564,000</u>	-	<u>564,000</u>
Contingency	<u>1,500,000</u>	-	<u>1,500,000</u>
Capital outlay	<u>791,000</u>	<u>1,150,779</u>	<u>(359,779)</u>
Debt service:			
Principal retirement	325,000	783,076	(458,076)
Interest and fiscal charges	-	115,645	(115,645)
Total debt service	<u>325,000</u>	<u>898,721</u>	<u>(573,721)</u>
Total expenditures	<u>40,797,570</u>	<u>37,828,687</u>	<u>2,968,883</u>
Excess (deficiency) of revenues over expenditures	<u>(2,678,912)</u>	<u>853,934</u>	<u>3,532,846</u>
Other financing sources (uses)			
Proceeds from sale of capital assets	-	24,321	24,321
Transfers in	754,706	760,321	5,615
Transfers out	(1,340,794)	(1,915,033)	(574,239)
Net other financing sources (uses)	<u>(586,088)</u>	<u>(1,130,391)</u>	<u>(544,303)</u>
Net change in fund balances	<u>(3,265,000)</u>	<u>(276,457)</u>	<u>2,988,543</u>
Fund balances, beginning of year	<u>3,265,000</u>	<u>12,134,364</u>	<u>8,869,364</u>
Fund balances, end of year	<u>\$ -</u>	<u>\$ 11,857,907</u>	<u>\$ 11,857,907</u>

See accompanying notes to budgetary comparison schedule.

**Gila County
Required Supplementary Information
Budgetary Comparison Schedule
Public Works Fund
Year Ended June 30, 2008**

	<u>Original/ Final Budgeted Amounts</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Revenues:			
Taxes	\$ 3,534,096	\$ 3,391,644	\$ (142,452)
Licenses and permits	7,000	8,471	1,471
Intergovernmental	6,026,000	5,377,650	(648,350)
Charges for services	-	99,915	99,915
Investment income	320,000	328,196	8,196
Total revenues	<u>9,887,096</u>	<u>9,205,876</u>	<u>(681,220)</u>
Expenditures:			
Current:			
Highways and streets			
Administrative services	797,599	696,690	100,909
Engineering services	1,246,575	831,350	415,225
Survey department	449,488	224,713	224,775
Road maintenance and repair	5,112,455	3,049,697	2,062,758
Maintenance shops	2,036,263	1,080,985	955,278
Emergency reserve	1,223,987	-	1,223,987
Total highways and streets	<u>10,866,367</u>	<u>5,883,435</u>	<u>4,982,932</u>
Capital outlay	<u>7,220,729</u>	<u>1,209,490</u>	<u>6,011,239</u>
Debt service			
Principal retirement	-	810,985	(810,985)
Interest and fiscal charges	-	30,612	(30,612)
Total debt service	<u>-</u>	<u>841,597</u>	<u>(841,597)</u>
Total expenditures	<u>18,087,096</u>	<u>7,934,522</u>	<u>10,152,574</u>
Excess (deficiency) of revenues over expenditures	(8,200,000)	1,271,354	9,471,354
Other financing sources (uses):			
Proceeds from sale of capital assets	-	10,604	10,604
Transfers out	-	(543,620)	(543,620)
Total other financing sources (uses)	<u>-</u>	<u>(533,016)</u>	<u>(533,016)</u>
Net change in fund balances	(8,200,000)	738,338	8,938,338
Fund balances, beginning of year	<u>8,200,000</u>	<u>8,008,486</u>	<u>(191,514)</u>
Fund balances, end of year	<u>\$ -</u>	<u>\$ 8,746,824</u>	<u>\$ 8,746,824</u>

See accompanying notes to budgetary comparison schedule.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
Housing Services Fund
Year Ended June 30, 2008

	<u>Original/ Final Budgeted Amounts</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Revenues:			
Intergovernmental	\$ 389,882	\$ 722,595	\$ 332,713
Donations and contributions	-	16,959	16,959
Investment income	-	25	25
Total revenues	<u>389,882</u>	<u>739,579</u>	<u>349,697</u>
Expenditures:			
Welfare	<u>389,882</u>	<u>935,669</u>	<u>(545,787)</u>
Total expenditures	<u>389,882</u>	<u>935,669</u>	<u>(545,787)</u>
Deficiency of revenues over expenditures	-	(196,090)	196,090
Other financing sources:			
Transfers in	<u>-</u>	<u>80,000</u>	<u>80,000</u>
Total other financing sources	<u>-</u>	<u>80,000</u>	<u>80,000</u>
Net change in fund balances	-	(116,090)	(116,090)
Fund balances, beginning of year	<u>-</u>	<u>(106,178)</u>	<u>(106,178)</u>
Fund balances, end of year	<u>\$ -</u>	<u>\$ (222,268)</u>	<u>\$ (222,268)</u>

See accompanying notes to budgetary comparison schedule.

Gila County
Required Supplementary Information
Notes to Budgetary Comparison Schedules
June 30, 2008

Note 1 - Budgeting and Budgetary Control

Arizona Revised Statutes (A.R.S.) requires the County to prepare and adopt a balanced budget annually for each governmental fund. The Board of Supervisors must approve such operating budgets on or before the third Monday in July to allow sufficient time for the legal announcements and hearings required for the adoption of the property tax levy on the third Monday in August. A.R.S. prohibits expenditures or liabilities in excess of the amounts budgeted.

Expenditures may not legally exceed appropriations at the department level. In certain instances, transfers of appropriations between departments or from the contingency account to a department may be made upon approval of the Board of Supervisors.

Note 2 - Expenditures in Excess of Appropriations

For the year ended June 30, 2008, expenditures exceeded final budget amounts at the department level (the legal level of budgetary control) as follows:

<u>Fund/Department</u>	<u>Excess</u>
General Fund:	
Assessor	\$ 21,974
Board of Supervisors	182,035
Community Development	8,066
Computer Upgrade	78,442
Economic Development	145,000
Elections	152,155
Noncapitalized Projects	275,788
Personnel	16,931
Purchasing	124
County Attorney	50,368
Superior Court - Division II	1,792
County Sheriff	552,874
9-1-1	28,564
AHCCCS Contributions	5,080
School Superintendent	1,152
Capital outlay	359,779
Principal retirement	458,076
Interest and fiscal charges	115,645
Transfers out	574,239
Public Works Fund:	
Principal retirement	810,985
Interest and fiscal charges	30,612
Transfers out	543,620
Housing Services Fund:	
Welfare	545,787

Gila County
Required Supplementary Information
Notes to Budgetary Comparison Schedules
June 30, 2008

These amounts are due to unanticipated expenditures and departments exceeding the budget. The Finance Department will continue to work with departments to improve the accuracy of the budget and improve budget control. Material unbudgeted expenditures will be referred to the board of supervisors for approval of a budget transfer from contingency or other appropriate funds.

Supplementary Information

**Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008**

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Pass-Through Grantor's Number</u>	<u>Expenditures</u>
<u>U.S. Department of Agriculture</u>			
Passed through the Arizona Department of Health Services			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	HG361075, HG861141-0	\$ 182,364
Commodity Supplemental Food Program	10.565	HG361101, HG861159	4,832
Passed through the Arizona State Treasurer			
Schools and Roads—Grants to States	10.665	None	78,523
Collaborative Forest Restoration	10.679	05-DG-11030121-006	3,294
Total U.S. Department of Agriculture			<u>269,013</u>
<u>U.S. Department of Housing and Urban Development</u>			
Section 8 Housing Choice Vouchers	14.871		276,134
Passed through the Arizona Department of Commerce			
Community Development Block Grants/State's Program	14.228	125-07, 179-06	213,180
Passed through the Arizona Department of Economic Security			
Emergency Shelter Grants Program	14.231	E6306015	6,758
Passed through the Arizona Department of Housing			
Home Investment Partnerships Program	14.239	313-04, 309-06	76,984
Total U.S. Department of Housing and Urban Development			<u>573,056</u>
<u>U.S. Department of Justice</u>			
Passed through the Arizona Criminal Justice Commission			
Crime Victim Compensation	16.576	VC-08-052	11,194
Edward Byrne Memorial Justice Assistance Grant Program	16.738	PC-08-080	25,699
Total U.S. Department of Justice			<u>36,893</u>

(Continued)

See accompanying notes to schedule.

**Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008**

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Pass-Through Grantor's Number</u>	<u>Expenditures</u>
<u>U.S. Department of Labor</u>			
Passed through the Arizona Department of Economic Security			
Workforce Investment Act Cluster:			
WIA Adult Program	17.258	E5706004, DE070295001	\$ 589,649
WIA Youth Activities	17.259	E5706004, DE070295001	687,569
WIA Dislocated Workers	17.260	E5706004, DE070295001	851,169
Total Workforce Investment Act Cluster			<u>2,128,387</u>
Incentive Grants - WIA Section 503	17.267	DE071137, DE081027001	9,904
Total U.S. Department of Labor			<u>2,138,291</u>
<u>U.S. Department of Transportation</u>			
Passed through the Arizona Department of Transportation			
Gila County Gateway Enhancement	20.Unknown	TEA-GGI-0(200)B	102,051
Passed through the Arizona Department of Emergency Services and Military Affairs			
Interagency Hazardous Materials Public Sector Training and Planning Grants	20.703	None	879
Total U.S. Department of Transportation			<u>102,930</u>
<u>U.S. Environmental Protection Agency</u>			
Passed through the Arizona Department of Environmental Quality			
Nonpoint Source Implementation Grants	66.460	EV05-0028 (8-005)	215,345
Total U.S. Environmental Protection Agency			<u>215,345</u>

See accompanying notes to schedule.

(Continued)

**Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008**

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number	<u>Expenditures</u>
<u>U.S. Institute of Museum and Library Services</u>			
Passed through the Arizona State Library, Archives and Public Records			
Grants to States	45.310	None	\$ 5,562
Total U.S. Institute of Museum and Library Services			<u>5,562</u>
<u>U.S. Department of Energy</u>			
Passed through the Arizona Department of Commerce			
Weatherization Assistance for Low-Income Persons	81.042	C062-07, C076-06	99,287
Total U.S. Department of Energy			<u>99,287</u>
<u>U.S. Department of Education</u>			
Passed through the Arizona Department of Education			
Adult Education—Basic Grants to States	84.002	V002A070003	46,620
Title I Grants to Local Educational Agencies	84.010	S010A07003	88,566
Fund for the Improvement of Education	84.215	U215605660	14,506
Education Technology State Grants	84.318	S318X070003	80,580
English Language Acquisition Grants	84.365	T365A070003	1,583
Rural Education	84.358	S358A066764, S358B070003	22,541
Mathematics and Science Partnerships	84.366	S366B070003	357,456
Passed through the Arizona Supreme Court			
Title I Program for Neglected and Delinquent Children	84.013	28206, 29823	24,197
Safe and Drug-Free Schools and Communities - State Grants	84.186	28206, 29823	92

(Continued)

See accompanying notes to schedule.

**Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008**

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Pass-Through Grantor's Number</u>	<u>Expenditures</u>
<u>U.S. Department of Education (Concluded)</u>			
Passed through the Arizona Supreme Court			
State Grants for Innovative Programs	84.298	28206, 29823	\$ 235
Passed through the Arizona Department of Education			
State Grants for Innovative Programs	84.298	28206, 29823	112
Total State Grants for Innovative Programs			347
Special Education—Grants to States	84.027	H027A050007, H027A060007, H027A070007	14,252
Passed through the Arizona Supreme Court			
Special Education—Grants to States	84.027	28206, 29823	13,535
Total Special Education—Grants to States			27,787
Improving Teacher Quality State Grants	84.367	28206	9,122
Passed through the Arizona Department of Education			
Improving Teacher Quality State Grants	84.367	S367A40049	41,849
Total Improving Teacher Quality State Grants			50,971
Passed through the Arizona Department of Economic Security			
Rehabilitation Services—Vocational Rehabilitation Grants to States	84.126	DE070366-001	35,234
Total U.S. Department of Education			750,480
<u>U.S. Department of Health and Human Services</u>			
Passed through the Arizona Department of Health Services			
Immunization Grants	93.268	HG352192	50,971
Public Health Emergency Preparedness	93.069	252042, HG754195	394,748
HIV Prevention Activities—Health Department Based	93.940	HG35224-0, HG852277-0	11,427

(Continued)

See accompanying notes to schedule.

**Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008**

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Pass-Through Grantor's Number</u>	<u>Expenditures</u>
<u>U.S. Department of Health and Human Services (Concluded)</u>			
Preventive Health and Health Services Block Grant	93.991	HG354179	28,238
Maternal and Child Health Services Block Grant to the States	93.994	HG461413-014	200
Passed through the Arizona Department of Economic Security			
Temporary Assistance for Needy Families	93.558	E6306015	150,000
Child Support Enforcement	93.563	DES06725-1	1,022,097
Low-Income Home Energy Assistance	93.568	E6306015	74,025
Community Services Block Grant	93.569	E6306015	176,930
Social Services Block Grant	93.667	E6306015	9,964
HIV Care Formula Grants	93.917	HP652141-001-2, HP652141-001-0	68,850
Passed through the Arizona Secretary of State			
Voting Access for Individuals with Disabilities—Grants to States	93.617	None	5,121
Total U.S. Department of Health and Human Services			1,992,571
<u>U.S. Department of Homeland Security</u>			
Passed through the Arizona Department of Emergency Services and Military Affairs			
Homeland Security Grant Program Cluster:			
Law Enforcement Terrorism Prevention Program	97.074	2006-GE-T6-0007	184,083
Homeland Security Grant Program	97.067	2005-GE-T5-0030, 2006-GE-T6-0007	85,226
Passed through the Arizona Department of Homeland Security			
Homeland Security Grant Program	97.067	07-AZDDHS-HSGP-333300-02 07-AZDDHS-HSGP-333300-03	30,000
Total Homeland Security Grant Program			115,226
Total Homeland Security Grant Program Cluster			299,309
Emergency Food and Shelter National Board Program	97.024	26-024800-7, 25-024800-7	5,600
Emergency Management Performance Grants	97.042	None	102,090
Total U.S. Department of Homeland Security			406,999
Total Expenditures of Federal Awards			\$6,590,427

See accompanying notes to schedule.

Gila County
 Supplementary Information
 Notes to Schedule of Expenditures of Federal Awards
 Year Ended June 30, 2008

Note 1 - Basis of Accounting

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of Gila County and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Note 2 - Catalog of Federal Domestic Assistance (CFDA) Numbers

The program titles and CFDA numbers were obtained from the 2008 *Catalog of Federal Domestic Assistance*. When there was no federal contract number, the two-digit federal agency identifier, a period, and the word "unknown" were used.

Note 3 - Subrecipients

From the federal expenditures presented in the schedule, the County awarded the following to subrecipients.

<u>Program Title</u>	<u>CFDA Number</u>	<u>Amount Paid to Subrecipient</u>
Workforce Investment Act - Adult and Youth Programs	17.258 & 17.259	\$1,126,478

**Independent Auditor's Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Basic Financial
Statements Performed in Accordance with *Government Auditing Standards***

The Auditor General of the State of Arizona

The Board of Supervisors of
Gila County, Arizona

We have audited the financial statements of the governmental activities, each major fund, and aggregate remaining fund information of Gila County as of and for the year ended June 30, 2008, which collectively comprise the County's basic financial statements, and have issued our report thereon dated February 26, 2010. Our report was modified as to consistency because of the implementation of Governmental Accounting Standards Board Statement Nos. 45 and 50. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control over financial reporting that we consider to be significant deficiencies.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the County's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the County's basic financial statements that is more than inconsequential will not be prevented or detected by the County's internal control. We consider items **08-01** through **08-14** and **08-17** described in the accompanying Schedule of Findings and Questioned Costs to be significant deficiencies in internal control over financial reporting.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the basic financial statements will not be prevented or detected by the County's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies and, accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. However, of the significant deficiencies described above, we consider items 08-12 through 08-14 and 08-17 to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance that are required to be reported under *Government Auditing Standards*, and which are described in the accompanying Schedule of Findings and Questioned Costs as items 08-15 and 08-16.

Gila County's responses to the findings identified in our audit are presented on pages 75 through 79. We did not audit the County's responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the members of the Arizona State Legislature, the Auditor General of the State of Arizona, the Board of Supervisors, management, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.

Miller, Allen & Co., P.C.

February 26, 2010

**Independent Auditor's Report on Compliance with Requirements
Applicable to Each Major Program and on Internal Control over Compliance in
Accordance with OMB Circular A-133**

The Auditor General of the State of Arizona

The Board of Supervisors of
Gila County, Arizona

Compliance

We have audited the compliance of Gila County with the types of compliance requirements described in the *U. S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2008. The County's major federal programs are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County's compliance with those requirements.

In our opinion, Gila County complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2008. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements that are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying Schedule of Findings and Questioned Costs as items **08-18** through **08-22**.

Internal Control over Compliance

The County's management is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the County's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in the County's internal control that might be significant deficiencies or material weaknesses as defined below. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A control deficiency in the County's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the County's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the County's internal control. We consider items 08-18 through 08-22 described in the accompanying Schedule of Findings and Questioned Costs to be significant deficiencies in internal control over compliance.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the County's internal control. We did not consider any of the deficiencies described in the accompanying Schedule of Findings and Questioned Costs to be material weaknesses.

Gila County's responses to the findings identified in our audit are presented on pages 80 and 81. We did not audit the County's responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the members of the Arizona State Legislature, the Auditor General of the State of Arizona, the Board of Supervisors, management, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.

Miller, Allen & Co., P.C.

February 26, 2010

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unqualified

YES NO

Material weaknesses identified in internal control over financial reporting?

X

Significant deficiencies identified not considered to be material weaknesses?

X

Noncompliance material to the financial statements noted?

 X

Federal Awards

Material weaknesses identified in internal control over major programs?

 X

Significant deficiencies identified not considered to be material weaknesses?

X

Type of auditor's report issued on compliance for major programs:

Unqualified

Any audit findings disclosed that are required to be reported in accordance with Circular A-133 (section .510[a])?

X

Identification of major programs:

Workforce Investment Act Cluster	
17.258	WIA Adult Program
17.259	WIA Youth Activities
17.260	WIA Dislocated Workers
93.069	Public Health Emergency Preparedness
93.563	Child Support Enforcement
84.366	Mathematics and Science Partnerships

Dollar threshold used to distinguish between Type A and Type B programs:

\$300,000

Auditee qualified as low-risk auditee?

 X

Other Matters

Auditee's Summary Schedule of Prior Audit Findings required to be reported in accordance with Circular A-133 (section .315[b])?

X

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Financial Statement Findings

Item: 08-1 (Repeat Finding)

Subject: Cash

Criteria: Checks that have not been presented for payment within one year of issuance should be added back to check register. An attempt should be made to contact payee to determine why check was not cashed and a replacement check should be issued.

Condition: The County has checks that are included on outstanding check lists that have been outstanding since 1997.

Cause: The County does not follow the requirements of the Uniform Accounting Manual for Arizona Counties (UAMAC).

Effect: The risks of financial statement misrepresentation and the misappropriation of assets are increased.

Recommendation: The policies and procedures prescribed in the UAMAC should be followed.

Item: 08-2 (Repeat Finding)

Subject: Cash

Criteria: Bank accounts should be reconciled monthly.

Condition: At fiscal year end the County finance department prepares a schedule of all bank accounts held by County departments. The schedule is used to prepare a journal entry to record cash in bank at fiscal year end. The schedule is compiled using bank reconciliations prepared by the Departments. Several bank accounts included on the schedule did not have reconciliations performed or the reconciliations were performed incorrectly.

Cause: The County does not follow the requirements of the Uniform Accounting Manual for Arizona Counties (UAMAC).

Effect: Incorrect balances were included in the general ledger.

Recommendation: The policies and procedures prescribed in the UAMAC should be followed.

Item: 08-3 (Repeat Finding)

Subject: Cash Disbursements – School Superintendent's Office

Criteria: After warrants are issued, invoices should be cancelled to prevent duplicate payments.

Condition: The School Superintendent's Office does not cancel invoices.

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Cause: The School Superintendent's Office procedure is to attach a copy of the warrant to the invoice.

Effect: Invoices could be resubmitted for duplicate payment.

Recommendation: To help ensure that invoices are not resubmitted for duplicate payment all invoices should be cancelled by stamping the payment date and recording the warrant number on the invoice.

Item: 08-4 (Repeat Finding)

Subject: Capital Assets

Criteria: A complete physical inventory of capital assets should be taken at least once every two years for equipment costing \$5,000 or more.

Condition: A physical inventory of capital assets has not been performed in the last two years.

Cause: The County does not have procedures in place to ensure that a physical inventory is performed as required.

Effect: Capital assets might not be properly controlled and accounted for.

Recommendation: The County should adopt policies and procedures that require physical inventories to be performed in a timely manner.

Item: 08-5 (Repeat Finding)

Subject: Capital Assets

Criteria: The County's capital assets list should include the following information:

1. Location
2. Identification number
3. Description
4. Method of acquisition
5. Source of funding
6. Acquisition date
7. Purchase document number
8. Cost

Condition: The County's capital assets list does not include method of acquisition.

Cause: The County does not follow the Uniform Accounting Manual for Arizona Counties (UAMAC).

Effect: The County's capital assets list is incomplete.

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Recommendation: The County should follow the procedures outlined in the UAMAC or adopt policies and procedures that meet the same level of internal controls for capital assets.

Item: 08-6

Subject: Cash Receipts – School Superintendent's Office and Accommodation School

Criteria: The duties related to cash receipts should be separate.

Condition: A single employee, at both locations, receives and records cash receipts in the general ledger, this includes preparing the treasurer's receipt and depositing the receipts at the Treasurer's office.

Cause: Policies and procedures have not been established.

Effect: The lack of a proper segregation of duties increases the risk that mistakes or errors will not be detected in a timely manner.

Recommendation: The School Superintendent's office and Accommodation School should adopt policies and procedures that require cash receipts to be received by an employee with no general ledger duties and that the employee maintain a log to record all cash receipts received. Another employee with no cash handling or general ledger duties could reconcile the deposits to the log.

Item: 08-7

Subject: Journal Entries – School Superintendent's Office

Criteria: Journal entries should be reviewed and approved prior to being posted to the general ledger.

Condition: Journal entries are prepared and posted to the general ledger by the same employee.

Cause: Policies and procedures have not been established.

Effect: Improper entries could be made to the general ledger and the error would not be detected in a timely manner.

Recommendation: To ensure that journal entries are being properly prepared and posted, policies should be implemented that require that all journal entries are reviewed and approved prior to posting.

Item: 08-8

Subject: Payroll

Criteria: Employee personnel files should include voluntary deduction authorization forms.

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Condition: The personnel files for 5 of 24 employees tested did not have the employee's request for direct deposit forms.

Cause: The forms were not replaced when the personnel files were damaged by water.

Effect: The requirement of the Uniform Accounting Manual for Arizona Counties (UAMAC) was not followed.

Recommendation: To ensure that the requirements of the UAMAC are followed all voluntary employee deductions should be supported by a form signed by the employee.

Item: 08-9

Subject: Payroll - School Superintendent's Office and Accommodation Schools

Criteria: The payroll and personnel functions should be separate.

Condition: The payroll clerk performs the personnel department functions.

Cause: There are not enough employees to perform the separate functions, therefore, the payroll clerk's supervisor reviews payroll for propriety.

Effect: If the review is not regularly performed a fictitious employee could be created and the fraud would not be found and corrected in a timely manner.

Recommendation: An employee with no payroll duties should input all personnel related data into the system and the payroll clerk should have "read only" access to the personnel data.

Item: 08-10

Subject: Payroll - School Superintendent's Office and Accommodation Schools

Criteria: Employee personnel files should include employment contracts or payroll authorization forms.

Condition: The personnel files for 5 of 8 employees tested did not have the current employment contracts or payroll authorization forms.

Cause: Policies and procedures were not in place to ensure that the required documentation was in the employee's personnel files.

Effect: The requirement of the Uniform Accounting Manual for Arizona Counties (UAMAC) was not followed and employees could be paid incorrectly.

Recommendation: To ensure that the requirements of the UAMAC are followed the departments should establish proper procedures to require approved contracts and payroll authorization forms to be included in personnel files.

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Item: 08-11

Subject: Information Technology

Criteria: Policies and procedures should be followed in the event that the County's computer system fails and when software updates are installed on the County's computer system.

Condition: The County has not prepared policies and procedures to follow to recover lost data or to update software.

Cause: Policies and procedures have not been established for the County's information technology.

Effect: The requirement of the Uniform Accounting Manual for Arizona Counties (UAMAC) has not been followed as the County has not prepared a disaster recovery plan. In addition, the risk of incorrectly performing a system update increases when there are no guidelines to follow.

Recommendation: To ensure that the requirements of the UAMAC are followed a disaster recovery plan should be prepared and policies and procedures should be established for the update of computer software.

Item: 08-12 (Repeat Finding)

Subject: General Ledger

Criteria: Interfund payables and receivables should be reconciled between funds.

Condition: Interfund payables and receivables are not reconciled.

Cause: The County does not have policies and procedures that require that the interfund payables and receivables be reconciled.

Effect: The interfund payables and receivables do not equal. The County corrected the deficiencies prior to audit of financial statements.

Recommendation: The County should implement policies and procedures that require interfund payables and receivables to be reconciled periodically to ensure that all transactions are being recognized in the accounting records.

Item: 08-13 (Repeat Finding)

Subject: General Ledger

Criteria: Subsidiary accounting ledgers maintained by County departments should be reconciled to the County's general ledger.

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Condition: Subsidiary ledgers maintained by County departments are not reconciled to the County's general ledger.

Cause: The County does not have policies and procedures that require that the subsidiary accounting ledgers be reconciled to the County's general ledger.

Effect: Numerous close-out adjustments were necessary to properly record cash held by other departments, accrued liabilities, capital assets, long-term debt and the related principal and interest payments, and fund balances.

Recommendation: The County should implement policies and procedures that require subsidiary accounting ledgers to be reconciled to the County's general ledger.

Item: 08-14 (Repeat Finding)

Subject: Accounting and Financial Reporting

Criteria: The County should establish adequate internal control policies and procedures to ensure all funds and accounts are included and classified properly on its financial statements and accounting reports.

Condition: The County does not have adequate internal control policies and procedures to ensure all funds and accounts are included and classified properly on its financial statements to comply with GASB 14.

Cause: Many departments maintain their own accounting records and an employee was not assigned to understand GASB 14 to review existing and new funds and accounts prior to recording them in the County's general ledger.

Effect: The County's general ledger, the source for the financial statements, did not include many funds administered by the County School Superintendent's Office and incorrectly included several outside organizations that were not part of the County's jurisdictions. The County corrected the deficiencies prior to the audit of its financial statements.

Recommendation: To comply with GASB 14, the County should establish policies and procedures to ensure all departments' records are reported on the County's general ledger. Further, the County should assign an employee to review the departments' records and the purpose of all existing and new funds to determine proper accounting and financial reporting.

Item: 08-15 (Repeat Finding)

Subject: Budgeting

Criteria: The County's assessed primary and secondary property taxation, plus all estimated sources of revenue and unencumbered balances from the preceding fiscal year, must equal budgeted expenditures for the current fiscal year, as required by Arizona Revised Statutes (A.R.S.) §42-17051(A).

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Condition: The County's budgeted beginning fund balance for the General Fund, for the fiscal year ended June 30, 2008 was \$3,265,000, which was \$8,869,364 less than the actual ending fund balance for the General Fund at June 30, 2007.

Cause: The County does not have internal controls in place to ensure that budgets are prepared properly.

Effect: Property tax levies could be calculated incorrectly due to the County not being in compliance with Arizona Revised Statutes.

Recommendation: To comply with A.R.S. §42-17051(A), the County should establish policies and procedures to ensure that budgets are prepared as required.

Item: 08-16 (Repeat Finding)

Subject: Budgeting

Criteria: The County's budget must include estimates of expenditures for all County departments and the County must not spend monies that are not included in the Budget as required by Arizona Revised Statutes (A.R.S.) §42-17102(B)(1) and §42-17106(A)(1), respectively.

Condition: The County's budget does not include all of the funds maintained by the School Superintendent.

Cause: The County does not have internal controls in place to ensure that budgets are prepared properly.

Effect: There is a lack of fiscal oversight by the County.

Recommendation: To comply with A.R.S. §42-17102(B)(1) and §42-17106(A)(1), the County should establish policies and procedures to ensure that budgets are prepared as required.

Item: 08-17

Subject: Prior Period Adjustment

Criteria: The County should establish adequate internal control policies and procedures to ensure that all capital assets and the related accumulated depreciation are properly recorded.

Condition: The County made errors in prior years' when recording certain capital assets and the related accumulated depreciation for those assets, resulting in a prior period adjustment totaling \$221,358.

Cause: The County did not have adequate internal control policies in place.

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Effect: Capital assets were not properly safeguarded as the County's capital assets list was not properly maintained.

Recommendation: To ensure that capital assets are properly safeguarded policies and procedures should be established that require all capital assets and the related accumulated depreciation to be properly recorded in the County's capital assets list.

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Federal Award Findings and Questioned Costs

Item: 08-18

CFDA Number: 93.563

Program: Child Support Enforcement

Agency: U.S. Department of Health and Human Services

Pass-through Entity: Arizona Department of Economic Security

Award Year: 10/1/07-9/30/08

Award Numbers: DES06725-1

Questioned Costs: None

Criteria: Subsidiary grant accounting ledgers maintained by the programs should be reconciled to the County's general ledger.

Condition: Subsidiary grant accounting ledgers maintained by grant administrators are not reconciled to the County's general ledger which has resulted in the amounts reported to the grantor being \$35,665 less than what is recorded in the County's general ledger.

Cause: The County does not have policies and procedures that require that the subsidiary accounting ledgers be reconciled to the County's general ledger.

Effect: Expenditures reported to granting agencies are not the same as the amounts in the County's general ledger.

Recommendation: The County should implement policies and procedures that require subsidiary accounting ledgers to be reconciled to the County's general ledger.

Item: 08-19

CFDA Number: 93.563

Program: Child Support Enforcement

Agency: U.S. Department of Health and Human Services

Pass-through Entity: Arizona Department of Economic Security

Award Year: 10/1/07-9/30/08

Award Numbers: DES06725-1

Questioned Costs: None

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Criteria: The Code of Federal Regulations 45 CFR Section 92.20 requires grantees to maintain records that adequately identify the source and application of funds provided for financially assisted activities.

Condition: Transactions of this program are not recorded within a single fund designated specifically for this program.

Cause: Inadequate account code structure.

Effect: An increased risk that transactions and account balances not related to the program are commingled with those of the program.

Recommendation: The County should restructure its chart of accounts and as part of this restructuring, the County should identify programs that are externally funded and record transactions of those programs in their own separate fund.

Item: 08-20

CFDA Numbers: 93.069

Program: Public Health Emergency Preparedness

Agency: U. S. Department of Health and Human Services

Pass-through Entities: Arizona Department of Health Services

Award Years: 8/31/07-8/30/08

Award Numbers: 252042, HG754195

Questioned Costs: None

Criteria: Per the Intergovernmental Agreement Section 5.c, the contractor shall prepare and submit a contractor's expenditure report by the thirtieth day of each month.

Condition: Eight out of nineteen expenditure reports were not submitted timely. The reports were 5 to 65 days late.

Cause: The client does not have the procedures in place to ensure timely completion of reports.

Effect: As the timely submission of the reports is a condition of the contract, the late reports could be seen as non-compliance and grant funds could be withheld.

Recommendation: The County should implement policies and procedures to ensure that all reports are submitted in a timely manner.

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Item: 08-21

CFDA Numbers: 17.258, 17.259, 17.260, 84.366, 93.069, 93.563

Program: Workforce Investment Act Cluster, Mathematics and Science Partnerships, Public Health Emergency Preparedness, Child Support Enforcement

Agencies: U.S. Department of Labor, U.S. Department of Education, U.S. Department of Health and Human Services

Pass-through Entities: Arizona Department of Economic Security, Arizona Department of Education, Arizona Department of Health Services

Award Year: Various

Award Numbers: E5706004, DE070295001, S366B070003, 252042, HG754195, DES06725-1

Questioned Costs: N/A

Criteria: OMB Circular A-133, section 320 requires that an audit be completed and the data collection form and single audit reporting package be submitted to the Federal clearinghouse no later than nine months after the end of the audit period.

Condition: The County's audit was not completed within the required time period.

Cause: The County does not have internal controls in place to ensure that audits are completed on a timely basis.

Effect: The County could lose federal funding.

Recommendation: The County should follow their policies and procedures to ensure audits are completed timely.

Item: 08-22

CFDA Numbers: 17.258, 17.259, 17.260, 93.069, 93.563

Program: Workforce Investment Act Cluster, Public Health Emergency Preparedness, Child Support Enforcement

Agencies: U.S. Department of Labor, U.S. Department of Health and Human Services

Pass-through Entities: Arizona Department of Economic Security, Arizona Department of Health Services

Award Year: Various

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Award Numbers: E5706004, DE070295001, 252042, HG754195, DES06725-1

Questioned Costs: N/A

Criteria: The Code of Federal Regulations 45 CFR 74.34(f)(3) and 24 CFR 84.83(c)(4) prescribe that a physical inventory of equipment be taken at least once every two years and that the results of the inventory be reconciled to equipment records.

Condition: A physical inventory of capital assets has not been performed in the last two years.

Cause: The County does not have procedures in place to ensure that a physical inventory is performed as required.

Effect: Capital assets might not be properly controlled and accounted for.

Recommendation: The County should adopt policies and procedures that require physical inventories to be performed in a timely manner.

County Responses

Gila County
Corrective Action Plan
Year Ended June 30, 2008

Financial Statement Findings

Item: 08-1 (Repeat Finding)

Subject: Cash

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: March 31, 2010

Corrective Action: The department was contacted regarding the outstanding checks older than one year, and they are in the process of attempting to locate the payee and will reissue check or escheat to the State. In the future, the finance department will review the reconciliations on a more detail level to ensure that all checks older than one year are cleared on a timely basis.

Item: 08-2 (Repeat Finding)

Subject: Cash

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: March 31, 2010

Corrective Action: Finance receives bank reconciliations on a monthly basis from various departments. More care will be taken to ensure that the bank reconciliation is reviewed to determine that the reconciliation is timely and performed correctly.

Item: 08-3 (Repeat Finding)

Subject: Cash Disbursements – School Superintendent's Office

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: November 30, 2008

Corrective Action: We agree with the finding and procedures have been changed to include stamping all invoices paid and notating the warrant number on the invoice.

Item: 08-4 (Repeat Finding)

Subject: Capital Assets

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2009

Gila County
Corrective Action Plan
Year Ended June 30, 2008

Corrective Action: The physical inventory was not performed due to employee turnover and implementation of a new asset control system. An employee has been assigned this responsibility and a physical inventory has been performed as required.

Item: 08-5 (Repeat Finding)

Subject: Capital Assets

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: Procedures will be updated to ensure that the method of acquisition is properly recorded on the asset control system.

Item: 08-6

Subject: Cash Receipts – School Superintendent's Office and Accommodation School

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: June 30, 2010

Corrective Action: An employee with no general ledger duties has been assigned to maintain a log to record all cash receipts. Another individual will reconcile the log to the deposits.

Item: 08-7

Subject: Journal Entries – School Superintendent's Office

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: March 31, 2010

Corrective Action: Journal entries will be reviewed by an individual not preparing the journal entries.

Item: 08-8

Subject: Payroll

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: March 31, 2010

Corrective Action: A review will be conducted of all personnel files and replacement forms will be requested from employees for any voluntary deduction authorization forms not found in the

Gila County
Corrective Action Plan
Year Ended June 30, 2008

files. Also, more care will be taken in future to ensure that all personnel files contain all required forms.

Item: 08-9

Subject: Payroll – School Superintendent's Office and Accommodation Schools

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: June 30, 2010

Corrective Action: The software company will be contacted to determine if "read only" access can be designated for the payroll clerk. Also, additional controls will be implemented to ensure that payroll registers are reviewed on a timely basis for propriety.

Item: 08-10

Subject: Payroll – School Superintendent's Office and Accommodation Schools

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: June 30, 2010

Corrective Action: The personnel files will be reviewed to determine that all applicable documents are maintained. Missing documents will be replaced and more care will be taken in future to ensure that all required documents are maintained in the personnel files.

Item: 08-11

Subject: Information Technology

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: A disaster recovery plan will be prepared and policies and procedures will be established for the update of computer software.

Item: 08-12 (Repeat Finding)

Subject: General Ledger

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: A review will be performed on at least a quarterly basis to ensure that the interfund receivables and payables are reconciled. Also, we have contacted the software vendor

Gila County
Corrective Action Plan
Year Ended June 30, 2008

to determine if a control can be set up in the software to ensure that all interfund receivables and payables are in balance prior to posting.

Item: 08-13 (Repeat Finding)

Subject: General Ledger

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: Procedures will be implemented to require all departments to prepare a reconciliation of their grant reports to the general ledger.

Item: 08-14 (Repeat Finding)

Subject: Accounting and Financial Reporting

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: A review will be performed of the funds and accounts in the general ledger and any adjustments will be made to comply with GASB 14. In addition, funds will be reviewed prior to set-up to ensure that the funds are properly classified.

Item: 08-15 (Repeat Finding)

Subject: Budgeting

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: Finding will be reviewed to ensure budgets are prepared as required.

Item: 08-16 (Repeat Finding)

Subject: Budgeting

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: The County is reviewing this issue. The County School Superintendent only provides information for the general fund. The special revenue funds are maintained on an accounting system that is separate from Gila County.

Item: 08-17

Subject: Prior Period Adjustment

Contact Person: Richard Gaona, Finance Director

Gila County
Corrective Action Plan
Year Ended June 30, 2008

Anticipated Completion Date: June 30, 2010

Corrective Action: More care will be taken in the future to ensure that capital assets are recorded in the proper category and the related accumulated depreciation is properly calculated.

Gila County
Corrective Action Plan
Year Ended June 30, 2008

Federal Award Findings and Questioned Costs

Item: 08-18

CFDA Number: 93.563

Program: Child Support Enforcement

Subject: Subsidiary grant accounting ledgers maintained by programs are not reconciled to the County's general ledger.

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: The grant reports are prepared using the general ledger; however, no corrections are reflected on the grant report when corrections are processed subsequent to preparation of the grant report. More care will be taken to ensure that the reports are agreed to the general ledger.

Item: 08-19

CFDA Number: 93.563

Program: Child Support Enforcement

Subject: Transactions of this program are not recorded within a single fund designated specifically for this program.

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: We are reviewing this process and will develop a procedure to possibly record only transactions of the program in its own fund.

Item: 08-20

CFDA Number: 93.069

Program: Public Health Emergency Preparedness

Subject: Expenditure reports for 8 out of 19 months were not submitted timely.

Contact Person: Breena York, Community Service Manager

Gila County
Corrective Action Plan
Year Ended June 30, 2008

Anticipated Completion Date: September 1, 2009

Corrective Action: Grant administrators have been notified and have implemented procedures to ensure that monthly billings are completed and submitted in a timely manner. This procedure includes running general ledger and project reports by the 15th of the month following a month end to ensure that the contract monthly report can be completed and submitted on a timely basis. Also, a monthly report checklist had been created to log completed/submitted dates for each report and will be signed off by approving manager on a monthly basis.

Item: 08-21

CFDA Number: 17.258, 17.259, 17.260, 84.366, 93.069, 93.563

Program: Workforce Investment Act Cluster, Mathematics and Science Partnership, Centers for Disease Control and Prevention – Investigations and Technical Assistance and Child Support Enforcement

Subject: The County's audit was not completed within nine months of June 30, 2008.

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: March 11, 2011

Corrective Action: The County is directing efforts to complete all audits by the required time period. We have completed five fiscal years' audits in two years. We are currently working on the 2009 audit which will be completed by June 30, 2010. Our goal is to have the FY2010 audit completed within the required nine-month time frame.

Item: 08-22

CFDA Number: 17.258, 17.259, 17.260, 93.069, 93.563

Program: Workforce Investment Act Cluster, Centers for Disease Control and Prevention – Investigations and Technical Assistance, Child Support Enforcement

Subject: The Code of Federal Regulations 45 CFR 74.34(f)(3) and CFR 84.83(c)(4) prescribe that a physical inventory of equipment be taken at least once every two years and that the results of the inventory be reconciled to equipment records.

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2009

Corrective Action: The physical inventory was not completed due to turnover and implementation of a new asset control system. The asset control system has been updated and procedures are in place to complete the physical inventory every two years per federal regulations.

Gila County
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2008

Status of Prior Year Federal Award Findings and Questioned Costs

Item: 03-104, 04-19, 05-19, 06-18, 07-19

CFDA Number: 16.579, 93.563

Program: Byrne Formula Grant Program, Child Support Enforcement

Status: Corrected for Byrne Formula Grant Program, not corrected for Child Support Enforcement.

Corrective Action: Procedures will be implemented to require all departments to prepare a reconciliation of their grant reports to the general ledger. Anticipated completion date is June 30, 2010.

Item: 07-20

CFDA Number: 16.007, 97.067

Program: Homeland Security Grant Program Cluster

Status: Corrected

Item: 03-101, 04-21, 05-21, 06-20, 07-21

CFDA Number: 93.563

Program: Child Support Enforcement

Status: Not corrected

Corrective Action: We are reviewing this issue to determine the best way to handle. We hope to have completed by 6/30/2010.

Item: 03-102, 04-18, 05-18, 07-22

CFDA Number: 16.579, 93.283

Program: Byrne Formula Grant Program, Centers for Disease Control and Prevention – Investigations and Technical Assistance

Status: Corrected for Byrne Formula Grant Program, not corrected for Centers for Disease Control and Prevention – Investigations and Technical Assistance

Corrective Action: New procedures have put in place to ensure that the reports are submitted in a timely manner. Anticipated completion date is June 30, 2010.

Gila County
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2008

Item: 04-24, 05-24, 06-22, 07-23

CFDA Number: 10.665, 15.226, 16.579, 17.255, 17.258, 17.259, 17.260, 39.011, 93.283, 93.563, 16,007, 16,008, 97.004, 97.042, 97.067

Program: Schools and Roads – Grants to States, Payments in Lieu of Taxes, Byrne Formula Grant Program, Workforce Investment Act Cluster, Election Reform Payments, Centers for Disease Control and Prevention – Investigations and Technical Assistance, Child Support Enforcement and Homeland Security Grant Program Cluster

Status: Not corrected

Corrective Action: Efforts are being directed at completing the audits in the required time frame. We believe that we can meet this criteria for the FY2010 financial statements.

Item: 07-24

CFDA Number: 16,007, 97.067, 17.258, 17.259, 17.260, 93.283

Program: Homeland Security Grant Program Cluster, Workforce Investment Act Cluster, Centers for Disease Control and Prevention – Investigations and Technical Assistance

Status: Not corrected

Corrective Action: A physical inventory was performed in FY2009 and will be performed every two years as required.

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Shannon Coons, Public Works Division
Department: Public Works Division Division: Recycling & Landfill Management
Fiscal Year: 2011 Budgeted?: Yes
Contract Dates - Begin & End: November 2010 thru November 2013
Grant?: No
Matching Requirement?: No Fund?: Replacement
Presenter's Name:

Information

Request/Subject

Caterpillar Financial Equipment Lease-Purchase Agreement for Buckhead Mesa Landfill Wheel Loader

Background Information

Wheel loader at Buckhead Mesa Landfill replacement is a used 928HZ with 382 hours. Bid No. 062910-1 was formally bid and approved by the Board on October 5,2010

Evaluation

Lease Purchase Agreement shows entire value of \$126,112.45 with a trade-in of old loader \$22,000 and a down payment of \$28,700 plus tax and \$325 doc fees to a balance of \$75,525 to be paid back with 3.5% interest in 36 months.

Conclusion

Cost savings on this loader is significant because of the slow sales.

Recommendation

Recycling & Landfill Management recommends the Board approve the Caterpillar Financial Equipment Lease-Purchase Agreement for 1 Caterpillar 928HZ serial No. CXK00693

Suggested Motion

Information/Discussion/Action to approve Caterpillar Financial Services Equipment Lease-Purchase Agreement for Recycle & Landfill Wheel Loader 928HZ Serial No. CXK00693. **(Steve Stratton)**

Attachments

Link: Caterpillar Financial Lease-Purchase Agreement

Link: Empire Exchange

Link: Opinion of Counsel

CATERPILLAR FINANCIAL SERVICES CORPORATION
GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT
DOCUMENT PACKAGE

Explanation of Contents

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Acceptance Certificate. The Acceptance Certificate is signed by you when you receive and confirm that the equipment being lease-purchased under the Governmental Equipment Lease-Purchase Agreement is operational and in good working order. As we are not involved in the manufacture, selection or delivery of the equipment we are relying upon you to ensure that the equipment works.

C. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

D. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

E. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

F. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

CATERPILLAR FINANCIAL SERVICES CORP.

These documents were prepared especially for:

**GILA COUNTY, AZ
1400 E. ASH STREET
GLOBE, AZ 85501**

Dealer: EMPIRE SOUTHWEST, LLC, H160.1LKE

Quote Number: 3154830

Credit Application Number: 1731398

Comments:

Date: 10/05/2010

Time: 4:56 PM

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)

Customer Executed Documents

Comments

- | | |
|--|------------|
| <input checked="" type="checkbox"/> Lease Purchase Document | _____ |
| <input checked="" type="checkbox"/> Acceptance Certificate | _____ |
| <input checked="" type="checkbox"/> Insurance Verification | _____ |
| <input checked="" type="checkbox"/> 8038G or 8038GC | _____ |
| <input type="checkbox"/> Advance Payment (cross out if N/A) | _____ |
| <input type="checkbox"/> Customer Information Verification | _____ |
| <input type="checkbox"/> Tax Exemption Certificate | N/A |
| <input checked="" type="checkbox"/> Any necessary Riders/Amendments | Amendment |
| <input checked="" type="checkbox"/> Lessee's Resolution + Minutes of Meeting OR | Resolution |
| <input checked="" type="checkbox"/> Opinion of Lessee's Counsel | _____ |
| <input type="checkbox"/> Other _____ | _____ |

Dealer Executed Documents

- | | |
|--|-------|
| <input type="checkbox"/> Purchase Agreement | _____ |
| <input type="checkbox"/> Dealer Invoice | _____ |
| <input type="checkbox"/> All Credit Conditions Met | _____ |

**If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: Print Name: _____

Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.



GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT
Transaction Number 1731398

Lessee: GILA COUNTY, AZ
Address: 1400 E. ASH STREET
ATTN PUBLIC WORKS
City: GLOBE
State/ Zip AZ 85501

Lessor: Caterpillar Financial Services Corporation
Address: 2120 West End Avenue
City: Nashville
State/Zip: Tennessee 37203-0001

LESSOR SHALL BE UNDER NO OBLIGATION TO PURCHASE THE UNIT(S) AND ENTER INTO THIS LEASE UNLESS LESSEE EXECUTES AND RETURNS THIS LEASE-PURCHASE AGREEMENT TO LESSOR ON OR BEFORE NOVEMBER 4, 2010.

1. LEASE PAYMENTS; CURRENT EXPENSE. Lessee agrees to pay the lease payments (the "Lease Payments") with respect to this Agreement during the term hereof in the amounts and on the dates specified below. A portion of each Lease Payment is paid as and represents the payment of interest and the balance of each Lease Payment is paid as and represents payment of principal. Lessor is authorized to insert the due dates of the Lease Payments and any other information that should be added hereto in order for this Agreement to reflect the specific agreements of the parties hereto. All Lease Payments shall be paid to Lessor without notice or demand at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Lease Payments exclusively from moneys legally available therefor, in lawful money of the United States of America. The obligations of Lessee, including its obligation to pay the Lease Payments due in any fiscal year, shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the constitution and laws of the State in which Lessee is located (the "State"). Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Paragraph) owing hereunder. EXCEPT AS PROVIDED IN PARAGRAPH 4, LESSEE'S OBLIGATIONS TO MAKE THE PAYMENTS TO LESSOR IN THE AMOUNTS REQUIRED HEREBY ARE ABSOLUTE AND UNCONDITIONAL. LESSEE FURTHER EXPRESSLY AGREES THAT IT WILL MAKE ALL SUCH PAYMENTS TO LESSOR REGARDLESS OF, AND WILL NOT ASSERT AGAINST LESSOR, ANY DEFENSE, CLAIM, SETOFF, OR COUNTERCLAIM OR OTHER RIGHT, EXISTING OR FUTURE, WHICH LESSEE MAY HAVE AGAINST THE LESSOR OR ANY OTHER PERSON OR ENTITY FOR ANY REASON. As used in this Agreement, "Payments" shall mean the Lease Payments and any other amounts required to be paid by Lessee hereunder.

Lease Payments shall be paid by Lessee to Lessor as follows: \$2,213.01 will be paid in arrears and the balance of the Lease Payments is payable in 35 successive monthly payments of which the first 34 payments are in the amount of \$2,213.01 each, and the last payment is in the amount of \$2,214.01 plus all other amounts then owing hereunder, with the first Lease Payment due one month after the date that Lessor signs this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to Lessor, on demand a late payment charge equal to the lesser of five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

The portion of the Lease Payments constituting principal shall bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.50% per annum.

2. SECURITY INTEREST. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of equipment (the "Equipment") described below. In order to secure all of its obligations hereunder, Lessee hereby: (a) grants to Lessor a first and prior security interest in any and all right, title, and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom and (b) agrees to do any further act and hereby authorizes the filing of such financing statements, or to execute and deliver such certificates of title, notices or acknowledgement or other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest. Lessee at its expense will protect and defend Lessor's security interest in the Equipment and will keep the Equipment free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

Description of Unit(s)

(1) 928Hz Caterpillar Wheel Loader

Serial#

CXK00693

Lessee confirms that it has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish during the term of this Agreement. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the scope of Lessee's authority and not in any trade or business carried on by a person other than Lessee.

3. WARRANTIES. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT. AS TO LESSOR, LESSEE'S LEASE AND PURCHASE OF THE EQUIPMENT SHALL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Lessee shall enforce all warranties, agreements and representations, if any, with regard to the Equipment against the maker of such warranties. Except pursuant to an amendment as provided herein, no person is authorized to waive or alter any term or condition of this Agreement.

4. NONAPPROPRIATION. Lessee covenants and represents to Lessor that (a) Lessee will, to the extent permitted by State law include in its budget for each successive fiscal year during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, (b) Lessee has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Agreement and (c) there are no circumstances presently affecting Lessee that could reasonably be expected to adversely affect its ability to budget funds for the payment of sums due hereunder. Notwithstanding any provision of this Agreement to the contrary, Lessor and Lessee agree that in the event that prior to the commencement of any of Lessee's fiscal years Lessee does not have sufficient funds appropriated to make the Payments due hereunder for said fiscal year, Lessee shall have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving Lessor sixty (60) days prior written notice of its intent to cancel this Agreement. No later than the last day of the last fiscal year for which appropriations were made for the Payments due hereunder (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment, at Lessee's sole expense, in accordance with Paragraph 18, and this



Agreement shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the Lease Payments beyond such fiscal year, provided, that Lessee shall pay all Lease Payments and other Payments for which moneys have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set by lessor for each month or part thereof that Lessee fails to return the Equipment. To the extent lawful and permitted by public policy, Lessee agrees it will not terminate this Agreement under the provisions of this Paragraph 4 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal year in which termination occurs or the next succeeding fiscal year.

5. TAX WARRANTY. Lessee is validly existing as a body corporate and politic and public instrumentality of the State with the power and authority to enter into this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. Lessee shall, at all times, do and perform all acts and things necessary and within its control in order to assure that the interest component of the Lease Payments received by the Lessor shall, for the purposes of Federal income taxation, be excluded from the gross income of the Lessor and shall not take or permit any act or thing that could cause the interest component of the Lease Payments received by the Lessor to be included in the gross income of the Lessor for the purposes of Federal income taxation. The Equipment will not be used in any trade or business carried on by a person other than Lessee. Lessee will report this Lease Purchase to the Internal Revenue Service by filing Form 8038G, 8038C or 8038 whichever is applicable. Failure to do so will cause the agreement to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to the equivalent taxable interest rate.

6. ASSIGNMENT. Lessee may not, without Lessor's written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest herein, in whole or in part. Lessor may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest herein, in whole or in part.

7. INDEMNITY. To the extent permitted by law, Lessee assumes liability for, agrees to and does hereby indemnify, protect and hold harmless Lessor and its agents, employees, officers, directors, subsidiaries and stockholders from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to accept the Equipment or otherwise to perform or comply with any conditions of this Agreement. The indemnities contained in this Paragraph shall continue in full force and effect notwithstanding the termination of this Agreement. Lessee is an independent contractor and nothing contained in this Agreement shall authorize Lessee or any other person to operate or use any Equipment so as to incur any obligation on behalf of Lessor or impose any liability on Lessor. **Nothing in this Agreement is intended nor should any provision of this Agreement be construed to, limit, waiver, abridge or otherwise modify any rights, claims, or causes of action that the Lessee may have against any person or entity other than Lessor.**

8. LOSS AND DAMAGE. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment or any part thereof from any cause whatsoever. No loss, theft, destruction or damage of the Equipment shall relieve Lessee of the obligation to make Lease Payments or to perform any obligation owing hereunder. In the event of loss, theft, destruction or damage of any kind to any item of the Equipment, Lessee shall immediately notify Lessor and, at the option of Lessor, shall: (a) place the same in good repair, working order and condition (ordinary wear and tear excepted); or (b) replace the same with like equipment in good repair, working order and condition (ordinary wear and tear excepted). The "net proceeds" (as defined in the last sentence of this Paragraph) of any insurance recovery shall be applied to clause (a) or (b) as provided above unless an Event of Default shall have occurred and be continuing in which case the net proceeds shall be paid to Lessor to the extent of, and applied to the amount due and payable to Lessor under this Agreement. Any net proceeds remaining after application of net proceeds in accordance with the preceding sentence shall be paid to, and belong to, Lessee. If the net proceeds of any insurance recovery are insufficient to pay in full for the repair, restoration or replacement of the Equipment, Lessee shall either complete the work to the satisfaction of Lessor, and pay any costs in excess of the net proceeds without any claim for reimbursement or credit from Lessor or pay the then applicable purchase price for the Equipment (as determined by Lessor according to its usual and customary manner) plus all Payments then due and owing hereunder. "Net proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim or award.

9. INSURANCE. Lessee agrees to keep the Equipment insured to protect all interests of Lessor, at Lessee's expense, for such risks, in such amounts, in such forms and with such companies as Lessor may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Lessor may (but shall not be obligated to) insure the Equipment at the expense of Lessee. Any insurance policies relating to loss or damage to the Equipment will name Lessor as loss payee as its interests may appear and the proceeds may be applied toward the replacement or repair of the Equipment or the satisfaction of the Payments due hereunder. Any such policies shall contain a provision that they may not be cancelled or the coverage reduced without thirty (30) days prior written notice to Lessor. Any liability insurance policies will name Lessee and Lessor as co-insured and the proceeds shall be applied first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premiums under any insurance policy issued on the Equipment and hereby assigns to Lessor all of its right, title and interest in and to such insurance policies and the proceeds thereof. If Lessee is self-insured with respect to equipment such as the Equipment, Lessee shall maintain an actuarially sound self-insurance program in form satisfactory to Lessor and shall provide evidence thereof in form and substance satisfactory to Lessor.

10. TAXES, MAINTENANCE AND INSPECTION. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment. Lessee agrees to use, operate and maintain the Equipment in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Equipment, and shall not rent the same or permit the same to be used by anyone other than Lessee or Lessee's employees. Lessee agrees to keep the Equipment in good repair, working order and condition (ordinary wear and tear excepted) and house the same in suitable shelter, and to permit Lessor or its assigns to inspect the Equipment at any time and to otherwise protect its interests therein. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for the Equipment will be provided by Lessor. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications or attachments to the Equipment that cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. In the event the Equipment is returned to Lessor, the Lessee, at its sole cost and expense, and at the request of Lessor, will remove all alterations, modifications and attachments, and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted. All replacement parts shall be free and clear of liens of others, and shall become part of the Equipment and subject to the terms hereof.

11. LATE PAYMENTS AND PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR. If (a) any Payment other than a Lease Payment is not paid when due or (b) Lessee fails to perform any of its obligations hereunder and Lessor performs the same for the account of Lessee and incurs expenses, costs, penalties or liabilities in so doing ("Reimbursable Expenses"), Lessee shall pay interest on such Payment from the date due and, with respect to the Reimbursable Expenses, from the date incurred, in each case until paid, at the rate of eighteen (18%) percent per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law).

12. DEFAULT. The following shall constitute an event of default under this Agreement, and the terms "Event of Default" and "default" shall include, whenever they are used in this Agreement, the following: (a) subject to Paragraph 4 hereof, failure by Lessee to pay any Lease Payment or any other Payment required to be paid when due and such failure continues for ten (10) days after the due date thereof, (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Agreement or any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (d) any determination by the United States Internal Revenue Service that the portion of the Payments constituting "interest" is includible in the gross income of Lessor for Federal income tax purposes, or (e) the filing of a petition in bankruptcy by or against Lessee, or failure of Lessee promptly to lift any execution, garnishment, or attachment of such consequences as would impair the ability of Lessee to carry on its governmental functions, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

13. **REMEDIES.** Whenever any Event of Default shall have occurred, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps: (a) Lessor, may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by Lessee; (b) Lessor may repossess any or all of the Equipment by giving Lessee written notice to deliver the Equipment to Lessor in the manner provided in Paragraph 18, or in the event Lessee fails to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Lease Payments due during the fiscal year then in effect; (c) if Lessor terminates this Agreement and takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes; (iv) all costs and expenses incurred by Lessor to return the Equipment to the condition required by Paragraph 18 hereof; and (v) all Payments whether due or due in the future hereunder. Any disposition proceeds remaining after these disbursements have been made shall be paid to Lessee. In addition, Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations hereunder. Lessor's rights and remedies are cumulative and may be exercised concurrently or separately. No such right or remedy is exclusive of any other right or remedy permitted by this Agreement or by law or in equity.

14. **NOTICES.** For the purpose of this Agreement any notices required to be given, shall be given to the parties hereto in writing and by certified mail at the address herein set forth, or to such other addresses as each party may substitute by notice to the other, which notice shall be effective upon its receipt.

15. **DELIVERY; TITLE.** Lessee has advised Lessor of its desire to lease the Equipment, the cost of the Equipment, the expected delivery date and the desired lease terms for the Equipment. Lessee shall order such Equipment and shall cause such Equipment to be delivered pursuant to Lessee's directions. Lessor shall have no liability to Lessee, or to any other person for transportation, delivery or installation of the Equipment. Lessee shall bear the risk of loss with respect to any Equipment. Notwithstanding the designation of Caterpillar Financial Services Corporation as Lessor, Caterpillar Financial Services Corporation shall not own the Equipment. Unless applicable law requires to the contrary, legal title to the Equipment, including, if applicable, any software license component thereof shall, so long as an Event of Default or the termination of this Agreement pursuant to Paragraph 4 hereof has not occurred, and only as provided by law, is in Lessee. Upon the occurrence of an Event of Default or termination of this Agreement pursuant to Paragraph 4 hereof, full and unencumbered legal title to the Equipment shall pass to the Lessor without the necessity of further action by the parties hereto, and the Lessee shall have no further interest therein. In connection with the reversion of title to Lessor, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of Lessee's title and interest therein, and upon request by the Lessor, the Lessee shall deliver possession of the Equipment to the Lessor at Lessee's sole cost and expense and in the condition required by Paragraph 18 hereof.

16. **MISCELLANEOUS.** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by both parties. In the event any provision hereof shall be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

17. **JURY TRIAL WAIVER.** THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE, IN A KNOWING AND INTENTIONAL MANNER, THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM.

18. **RETURN OF EQUIPMENT.** If Lessor is entitled to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (ordinary wear and tear excepted), shall be in good operating order and maintenance as required hereby, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of this Agreement shall remain in full force and effect including, without limitation, Lessee's obligation to pay Lease Payments and to insure the Equipment.

19. **OTHER DOCUMENTS.** In connection with the execution of this Agreement, Lessee shall cause to be delivered to Lessor (i) an Acceptance Certificate substantially in the form attached hereto as Attachment A; (ii) a certified copy of Lessee's Authorizing Resolution substantially in the form attached hereto as Attachment B, (iii) a Verification of Insurance substantially in the form attached hereto, (iv) an opinion of Lessee's counsel substantially in the form attached hereto as Attachment C, (v) a form 8038 G or 8038 GC as required under the Code, and (vi) any other documents or items required by Lessor.

20. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State.

Lessee:
GILA COUNTY, AZ

Lessor:
Caterpillar Financial Services Corporation

Signature: _____

Signature: _____

By: Michael A. Pastor
Print Name

By: _____
Print Name

Title: Chairman of the Board of Supervisors

Title: _____

Date: _____

Date: _____

Physical Damage Insurance Coverage Information
(Customer Copy)

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation that has been designed specifically for the purchasers of Caterpillar equipment.

I hereby request and apply for information and a quote for physical damage insurance from Caterpillar Insurance Services Corporation for the following equipment in the following manner:

Model # Serial #	Equipment Description	Value Including Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
A. 928Hz CXX00693	Caterpillar Wheel Loader	\$126,112.45	\$4,494.65	\$132.30
B.				
C.				
D.				


 Sharon Blair
 Authorized Insurance Producer

Policy Summary

Please note: This is only a brief description of the Physical Damage Program. Contractual provisions contained in the policy will govern.

Coverage

Caterpillar Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The Caterpillar Physical Damage Insurance does include normal exclusions. The exclusions included are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Caterpillar replacement parts on all your new or used Caterpillar equipment. On all non-Caterpillar equipment, the plan will pay for comparable replacement parts.

Transportation

Your Caterpillar plan will pay for round-trip transportation of covered damaged equipment to and from your Caterpillar dealer's repair facility, up to \$2,500 limit.

Rental

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call Cat Insurance toll free at **1-800-248-4228**. You may also e-mail Cat Insurance at Cat.Insurance@cat.com.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

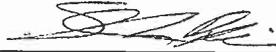
You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ None.

APPLICATION FOR PHYSICAL DAMAGE INSURANCE COVERAGE
(Return with Equipment Documents)

Model # Serial #	Equipment Description	Value Including Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
A. 928Hz CXX00693	Caterpillar Wheel Loader	\$126,112.45	\$4,494.65	\$132.30
B.				
C.				
D.				


 Sharon Blair, Authorized Insurance Producer

Option A Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 36 months will be \$4,494.65, which is \$1,498.22 per year based upon the total equipment value of \$126,112.45.

- Method 1 I will finance the insurance premium, including finance charges, of \$132.30 per scheduled equipment payment. The finance charge is calculated at 3.50% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Option A, Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$1,498.22 premium and return the payment with the signed equipment documents. Please make check payable to Caterpillar Insurance Company.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to Caterpillar Insurance Company.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from Caterpillar Insurance Services Corporation, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: GILA COUNTY, AZ
Dealer Name: EMPIRE SOUTHWEST, LLC

Fraud Warning:

All states other than: OH, VA, LA, NE, OK, OR, or VT,

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalties. (In DC, ME, and TN, insurance benefits may also be denied.)

In OH:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In VA:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Please note: If you have any questions or need additional details, please contact **1-800-248-4228**. In addition, if you would like a no obligation quote on your additional equipment, call Sharon Blair at 1-800-248-4228 ext. 5754.

Accepted By: _____

Title: _____

Print Name: _____

Date: _____

Please leave page blank

Option B

I elect to obtain my own commercial insurance on the equipment shown below from the following agent and insurance company. I understand that the processing of this transaction may be held pending receipt and verification of this information.

Date _____

Customer's Name GILA COUNTY, AZ

Address 1400 E. ASH STREET

City GLOBE State AZ Zip 85501

Dealer Name EMPIRE SOUTHWEST, LLC

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. **Need a quote? Call Caterpillar Insurance Services 800-248-4228 extension 5754**

Model # Serial #	Equipment Description	Value Including Tax
A. 928Hz CXX00693	Caterpillar Wheel Loader	\$126,112.45
B.		
C.		
D.		

Arthur J. Gallegher & Co. Insurance Brokers of California, Inc.

Insurance Agency

Rose Unruh, Area Vice President

Insurance Agent's Name

15 Enterprise, STE 200

Street Address

Aliso Viejo, CA 92656

City

602-244-2233 XT303

State

602-244-2242

Zip

Agent's Phone Number

Fax Number

Rose_Unruh@AJG.com

Agent's E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a loss payee:

- To my existing policy number KTKCMB2965652210, which now provides the coverage required, or
- To a policy which you are authorized to issue in the name listed above which will provide the coverage required.

Caterpillar Financial Services Corp must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person shall not invalidate the insurance to Caterpillar Financial Services Corporation.

Michael A. Pastor

Print Name

Customer Signature

Date

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION.

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

**CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203
Fax #: (615) 341-1627**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
10/07/2010

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 15 Enterprise, Ste 200 Aliso Viejo, CA 92656		PHONE (A/C. No. Ext): 1-800-955-8700 COMPANY TRAVELERS INDEMNITY CO	
CODE:	SUB CODE:	AGENCY CUSTOMER ID #:	
INSURED Gila County Attn: Linda Rodriguez 1400 E. Ash Street Globe, AZ 85501		LOAN NUMBER	POLICY NUMBER KTKCMB2965652210
		EFFECTIVE DATE 07/01/10	EXPIRATION DATE 07/01/11
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Real and Business Personal Property - Policy Loss Limit	300,000,000	25,000
Sub-Limits:		
Contractors/Mobile Equipment	96,894,000	25,000
Boiler & Machinery	100,000,000	10,000
All Risk of Direct Physical Loss or Damage including Flood and Earthquake		
No Coinsurance		

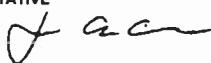
REMARKS (Including Special Conditions)

Re: Caterpillar Wheel Loader, model #928Hz; S# CXK00693 valued at \$126,112

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS Caterpillar Financial Services Corporation 2120 W. End Avenue Nashville, TN 37203 USA	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

CUSTOMER INFORMATION VERIFICATION
(Required Document)

In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file

Please make corrections here

Customer Name: **GILA COUNTY, AZ**

Physical Address: **1400 E. ASH STREET, ATTN PUBLIC WORKS**
GLOBE, AZ 85501

Mailing Address: **1400 E. ASH STREET, ATTN PUBLIC WORKS**
GLOBE, AZ 85501

Equipment Location: **1400 E ASH STREET**
GLOBE, AZ 85501, GILA

Business Phone: **(928)402-8521**

Fed. ID # or SS #: **86-6000444**

E-mail Address: **SCOONS@CO.GILA.AZ.US**

N. Highway 87-M.P. 263
Buckhead Mesa Landfill, north of Payson

Shannon Coons (928) 402-8521

Accounts Payable Contact Name and Phone:

Tax Information

Sales Tax Rate: **9.6**

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

7.6% GILA County + STATE

City Limits **Asset outside the City Limits? Yes No**

Tax Exemption Status: Exempt
 Non-Exempt

If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents – Not needed by CFSC if dealer ISC

Other Information:

*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?

- ALL CONTRACTS
 THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

SEC

Customer Initials

Data Privacy Notice:

This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.

CUSTOMER INFORMATION GUIDE

Frequently Asked Questions

HAVE A QUESTION ABOUT YOUR ACCOUNT?

Option 1: Access AccountExpress Online

Just follow these easy steps:

- Go to www.CatFinancial.com
- Select your country of residence
- Click on the **AccountExpress** link.
- 24 hours a day/7 days a week
- Obtain Information such as:
 - Check Balances
 - Calculate Payoffs
 - See Payment History
 - Check Interest Paid
 - Next Due Date

Option 2: Call our Toll Free Customer Support Line:

Cat Financial—Customer Service
1-800-651-0567
Monday – Friday
7 a.m. – 6 p.m. CST

NEED A PAYOFF ON YOUR CONTRACT?

Option 1: Access AccountExpress Online

Just follow these easy step:

- Go to www.CatFinancial.com
- Select your country of residence
- Click on the **AccountExpress** link

Option 2: Call our Toll Free Customer Support Line

Cat Financial – Customer Service
1-800-651-0567
Monday – Friday
7 a.m. – 6 p.m. CST

WHAT ARE MY PAYMENT OPTIONS?

Option 1: Check or Money Orders via U.S. Mail

Regular U.S. Mail, send to: (NO correspondence)
Caterpillar Financial Services Corporation
P.O. Box 100647
Pasadena, CA 91189-0647

Overnight Mail, send to:
JP Morgan Lockbox Processing
Caterpillar Lockbox #100647
2710 Media Center Drive
Building 6; Suite 120
Los Angeles, CA 90065
United States

Option 2: Direct Pay Automated Payment

Just Follow these easy steps:

- Go to www.CatFinancial.com
- Select your country of residence
- Click on the **AccountExpress** link

Option 3: Pay online with AccountExpress

Just follow these easy steps:

- Go to www.CatFinancial.com
- Select your country of residence
- Click on the **Account Express** link

Option 4: Wire Transfers

J.P. Morgan/Chase Manhattan
ABA Routing #021-000021
Account #910-2-469872

QUESTIONS ABOUT CAT INSURANCE?

Call 1-800-248-4228
Monday – Friday
7 a.m. – 6 p.m. CST

LATE CHARGES

Payments are not considered paid until received. All payments received after the due date must include the late charge. Postal Delays do not result in a waiver of the late charges. Therefore, please allow adequate time for mail service.

ATTACHMENT A

ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed and delivered by **GILA COUNTY, AZ** ("Lessee") in connection with the Governmental Equipment Lease-Purchase Agreement Transaction Number 1731398 (the "Agreement"), between Lessee and **Caterpillar Financial Services Corporation** ("Lessor").

Lessee hereby certifies that:

1. Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Agreement.

2. The Equipment: 1 928Hz Caterpillar Wheel Loader CXX00693 has been delivered to it, and has been inspected by it, and is in good working order and condition and is of the size, design, capacity and manufacture selected by it and meets the provisions of the purchase orders with respect thereto. Lessee hereby confirms it irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Agreement as of the Acceptance Date set forth below.

3. The Equipment will be located at:

Buckhead Mesa Landfill at N. Hwy 87, M.P. 263, 1 mile east on FS 582, Gila County
North of Payson, Arizona

4. The Acceptance Date is _____.

Lessee:

GILA COUNTY, AZ

Signature: _____

By : Michael A. Pastor
Print Name

Title: Chairman of the Board of Supervisors

Date: _____

ATTACHMENT B

LESSEE'S AUTHORIZING RESOLUTION

Whereas, GILA COUNTY, AZ (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Arizona (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the Governmental Entity at this meeting:

Now, Therefore, Be It And It Is Hereby Resolved:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution:

Name (Print or Type)	Title (Print or Type)	Signature
Michael A. Pastor	Chairman of the Board of Supervisors	
_____	_____	_____
Approved as to Form: Bryan B. Chambers	Chief Deputy County Attorney for Daisy Flores, County Attorney	
_____	_____	_____

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adopted and approved on _____.

Signature: _____

Secretary /Clerk

Attest:

Name Printed: Marian Sheppard, Chief Deputy Clerk

Date: _____

VERIFICATION OF INSURANCE

Lessor:
Caterpillar Financial Services Corporation
2120 West End Avenue
Nashville, TN 37203-0001

Lessee:
GILA COUNTY, AZ
1400 E. ASH STREET
ATTN PUBLIC WORKS
GLOBE, AZ 85501

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 1731398 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.

Address: 15 Enterprise, STE 200; Aliso Viejo, CA 92656

Phone No: 602-244-2233 XT303

Agent's Name: Rose Unruh, Area Vice President

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Lessee:
GILA COUNTY, AZ

Signature: _____

By : Michael A. Pastor
Print Name

Title: Chairman of the Board of Supervisors

Date: _____



AMENDMENT TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT

This is an Amendment to Governmental Lease-Purchase Agreement ("Amendment") dated as of _____, 2010 is by and between CATERPILLAR FINANCIAL SERVICES CORPORATION ("Lessor") and the GILA COUNTY in the State of Arizona ("Lessee").

WHEREAS, Lessee executed that certain Governmental Lease-Purchase Agreement with Lessor (the "Agreement"), dated as of _____, 2010; and

WHEREAS, Lessee and Lessor desire to amend the Agreement with respect to the matters hereinafter specified.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree to amend the Agreement as follows:

1. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.
2. Section 20 of the Agreement is hereby amended by adding the following at the end:

"This Agreement shall be subject to the cancellation provisions of A.R.S. § 38-511."
3. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control. Except as provided herein, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. It is specifically understood and agreed that the foregoing shall not be deemed to be a waiver or amendment of any other provision of the Agreement or any of Lessor's rights or remedies under the Agreement.
4. This Amendment shall be effective as of the date first set forth above.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first set forth above.

Lessee:
**GILA COUNTY, ARIZONA
BOARD OF SUPERVISORS**

Lessor:
**CATERPILLAR FINANCIAL
SERVICES CORPORATION**

**Michael A. Pastor
Chairman of the Board of Supervisors**

Signature

Date: _____

Please Print Name

ATTEST:

Title: _____

Marian Sheppard,
Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, Gila County Attorney

CATERPILLAR FINANCIAL SERVICES CORPORATION

EMPIRE SOUTHWEST, LLC
1725 COUNTRY CLUB DRIVE
P. O. BOX 2985
PHOENIX AZ 85602

Reference: GILA COUNTY, AZ

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



PURCHASE AGREEMENT

This Purchase Agreement, Transaction Number 1731398, is between **EMPIRE SOUTHWEST, LLC** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>		<u>Serial#</u>	<u>Freight</u>	<u>Total Price</u>
(1)928Hz	Caterpillar Wheel Loader Documentation Fee	CXK00693	\$0.00	\$75,200.00 \$325.00

Lessee:
GILA COUNTY, AZ

1400 E. ASH STREET
ATTN PUBLIC WORKS
 «M_205»
 «M_206»
GLOBE, AZ 85501

Subtotal \$75,525.00
Tax 0.00
Total Purchase Price \$75,525.00

Unit(s) Delivery Point:
1400 E. ASH STREET
GLOBE, AZ 85501, GILA

See next page for additional terms and conditions.

EMPIRE SOUTHWEST, LLC

Caterpillar Financial Services Corporation

(Vendor)

Signature _____

Signature _____

Name (PRINT) _____

Name (PRINT) _____

Title _____

Title _____

Date _____

Date _____

ADDITIONAL TERMS AND CONDITIONS

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: GILA COUNTY EQUIP PURCHASE

Address
 City
 State
 Zip code
 County

Good if:
 Acknowledged by Dec-15-10
 Funded by Dec-15-10

DEALER

EMPIRE SOUTHWEST, LLC
 Sales person
 Dealer contact
 Telephone

Quote number 315-4830
 Fax number
 Quote date 09/15/2010
 Quote time 18:22:54

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL
 Number of payments 36 Monthly
 Payments in Arrears

Quoted by h160cet
 Report created by h160cet

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
RC	928Hz	1000	1	125,900.00	50,700.00	75,525.00	2,213.01	1.00	3.5000
	Model	Insurance	Payment w/Insurance						
RC	928Hz	132.30	2,345.31						

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

- Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.
- Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.
- Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.
- Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

 Caterpillar Financial Services Corporation

 GILA COUNTY EQUIP PURCHASE

 Date

EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 315-4830

Dated _____, 20__

between
Caterpillar Financial Services Corporation
 and
GILA COUNTY EQUIP PURCHASE

Description of Unit: 1 Caterpillar 928Hz serial # CXK00693

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.50000%	Concluding Payment (*)
0	75,525.00	0.00	0.00	0.00	75,525.00
1	75,525.00	2,213.01	0.00	220.28	73,532.27
2	73,532.27	2,213.01	0.00	214.46	71,533.72
3	71,533.72	2,213.01	0.00	208.64	69,529.35
4	69,529.35	2,213.01	0.00	202.79	67,519.13
5	67,519.13	2,213.01	0.00	196.93	65,503.05
6	65,503.05	2,213.01	0.00	191.05	63,481.09
7	63,481.09	2,213.01	0.00	185.15	61,453.23
8	61,453.23	2,213.01	0.00	179.23	59,419.45
9	59,419.45	2,213.01	0.00	173.31	57,379.75
10	57,379.75	2,213.01	0.00	167.35	55,334.09
11	55,334.09	2,213.01	0.00	161.39	53,282.47
12	53,282.47	2,213.01	0.00	155.40	51,224.86
13	51,224.86	2,213.01	0.00	149.40	49,161.25
14	49,161.25	2,213.01	0.00	143.39	47,091.63
15	47,091.63	2,213.01	0.00	137.35	45,015.97
16	45,015.97	2,213.01	0.00	131.29	42,934.25
17	42,934.25	2,213.01	0.00	125.22	40,846.46
18	40,846.46	2,213.01	0.00	119.13	38,752.58
19	38,752.58	2,213.01	0.00	113.03	36,652.60
20	36,652.60	2,213.01	0.00	106.90	34,546.49
21	34,546.49	2,213.01	0.00	100.76	32,434.24
22	32,434.24	2,213.01	0.00	94.59	30,315.82
23	30,315.82	2,213.01	0.00	88.42	28,191.23
24	28,191.23	2,213.01	0.00	82.22	26,060.44
25	26,060.44	2,213.01	0.00	76.01	23,923.44
26	23,923.44	2,213.01	0.00	69.77	21,780.20
27	21,780.20	2,213.01	0.00	63.52	19,630.71
28	19,630.71	2,213.01	0.00	57.26	17,474.96
29	17,474.96	2,213.01	0.00	50.96	15,312.91
30	15,312.91	2,213.01	0.00	44.66	13,144.56
31	13,144.56	2,213.01	0.00	38.34	10,969.89
32	10,969.89	2,213.01	0.00	31.99	8,788.87
33	8,788.87	2,213.01	0.00	25.63	6,601.49
34	6,601.49	2,213.01	0.00	19.25	4,407.73
35	4,407.73	2,213.01	0.00	12.85	2,207.57
36	2,207.57	2,214.01	1.00	6.44	0.00
		<u>79,669.36</u>	<u>1.00</u>	<u>4,144.36</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
 (Lessee)



Quote ID :3154830 Official Conforming Date Created : September 15, 2010 Quote Description : GILA COUNTY EQUIP PURCHASE
 Model(s) / Serial Number(s): 928Hz CXX / CXX00693

Asset Finance

Reference Number:3154830 Asset Model: 928Hz CXX
 Quote Status: Official Conforming Asset Description:Wheel Loader
 Quote Description: GILA COUNTY EQUIP PURCHASE Asset Quantity: 1
 Balloon: \$1.00 [Residual based on (1) model(s)]

	Financed	Non Financed	Amount To Dealer
Asset Price:	\$125,900.00		
Attachments Price:	\$0.00		
Total Asset Price:	\$125,900.00		
Cash Down Payment (-):	\$28,700.00		
Net Trade In (-):	\$22,000.00		
Rentals Allowed (-):			
Rental Interest (+):			
Net Rental (-):	\$0.00		
Repairs (+):			
Other Expenses (+):			
Total Down Payment (-):	\$50,700.00		
Sales Tax:			
Property Tax:			
Other Tax:			
Total Tax:	\$0.00	\$0.00	\$0.00
Document Fee:	\$325.00		\$175.00
Filing Fee:			
Stamp Fee:			
Freight Fee:			
Fee Totals:	\$325.00	\$0.00	\$175.00
Amount Per Unit:	\$75,525.00	\$0.00	
Amount For All Units:	\$75,525.00	\$0.00	

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name GILA COUNTY - ARIZONA		2 Issuer's employer identification number (EIN) 8616000444
3 Number and street (or P.O. box if mail is not delivered to street address) 1400 E. ASH ST.	Room/suite	4 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code GLOBE, AZ 85501		6 Date of issue
7 Name of issue NOT TAX EXEMPT		8 CUSIP number
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person ()

Part II Type of Issue (enter the issue price) See instructions and attach schedule	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>	
If obligations are BANs, check only box 19b <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | | |
|--|------------|--|--------------------------|
| 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . | 35 | | |
| 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) | 36a | | |
| b Enter the final maturity date of the GIC ▶ _____ | | | |
| 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units | 37a | | |
| b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____ | | | |
| 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box | | | <input type="checkbox"/> |
| 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box | | | <input type="checkbox"/> |
| 40 If the issuer has identified a hedge, check box | | | <input type="checkbox"/> |

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ *Shannon E. Coons* 10-6-2010 ▶ SHANNON E. COONS
 Signature of issuer's authorized representative Date P.W. Fiscal Svc Manager
 Type or print name and title

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶	EIN :	Phone no. ()	

Caterpillar Financial Services Corporation
This information completes the document set.
ID: 3154830 10/05/2010 4:56 PMCT

GILA COUNTY, AZ
1400 E. ASH STREET
ATTN PUBLIC WORKS
GLOBE AZ 85501
County:

EMPIRE SOUTHWEST, LLC
1725 COUNTRY CLUB DRIVE
P. O. BOX 2985
PHOENIX, AZ 85602

Description of Equipment:
(1) 928Hz

Caterpillar Wheel Loader

CXK00693

For questions regarding the filing of UCC(s) please contact your CFSC representative.

Federal Tax ID# CFSC: 37-1105865

Federal Tax ID# Dealer:

Federal Tax ID# Customer: 86-6000444

FOR CUSTOMERS CLAIMING EXEMPTION FROM SALES AND USE TAX:

AN EXEMPTION CERTIFICATE MUST BE ATTACHED OR ON FILE WITH CFSC. THE CERTIFICATE MUST BE MADE OUT TO "CATERPILLAR FINANCIAL SERVICES CORPORATION"; INCLUDE THE REGISTRATION NUMBER OF THE CUSTOMER FOR THE STATE IN WHICH THE EQUIPMENT IS LOCATED; STATE THE REASON FOR THE EXEMPTION; AND BE SIGNED AND DATED BY A CORPORATE OFFICER OR AUTHORIZED PERSONNEL WITH THE CUSTOMER. TO VERIFY THAT A CERTIFICATE IS ON FILE, CONTACT THE CFSC TAX DEPARTMENT ON 615-341-8451.

List of documents and quantities included in this package:

(1)RPGVCKLST, (1)GOVLEASE, (1)CISCICSF, (1)CUVER, (1)EXPTRKLT, (1)GOVACCEPT, (1)GOVAUTH, (1)GOVINS, (1)GOVOPCO, (1)LTR043, (1)PA0010STD

Comments:



Notice this Agreement has LKE equipment

Customer Purchase Agreement

Account Manager: Greg Smith

PSR: Billy Masters

Customer #: 0039225

DBS Agreement #: S46700

Date: 6/17/2010

Customer Name: GILA COUNTY EQUIP PURCHASE

Contact: SHARON WINTERS

Contact Phone: 928-402-8531

Address: 1400 E ASH STREET

City|State|ZIP: GLOBE AZ 85501-1483

Phone: 928-468-2801

Invoicing Customer: CATERPILLAR FINANCIAL - 0248321G

PO #:

Terms: This is a Financed Lease (Non-Taxable) and will be financed through Cat.

Special Payment Instructions: Please pay to Empire Exchange LLC and send in care of Empire Southwest, PO Box 2985, Phoenix AZ 85062-2985, Attn: Accounting or, if paying by wire, transfer to: Wells Fargo Bank, 143 Union Blvd., Lakewood, CO 80228. For the account of Empire Exchange LLC, Acct #5000103951, ABA #121000248 (#102000076 for ACH trfs). For International Wires, also include the SWIFT Code: WFBIUS6S

Please include the following information with your payment or wire:

Invoicing Customer: CATERPILLAR FINANCIAL

Customer Number: 0039225

Agreement Number: S46700

Serial Number(s): 0CXK00693, 0ARJ09245, 121000081384, 040305-1527

Delivery Location: LANDFILL

City|State: SHOW LOW, AZ

F.O.B: EMPIRE

Job Site Location: PAYSON, AZ

Bond #:

Cust. Required Delivery Date: 6/17/2010

Freight: Freight will be provided by ETCO and paid for by: Empire

Equipment

Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
0CXK00693	2009	928HZ CU	E106586	NF	CATERPILLAR	WHEEL LOADER WITH BUCKET AND FORKS STANDARD 12MTH/1500HOUR Expires: 11-11-10 TOTAL 36MTH/5000HOUR Expires: 11-11-12 6 Months Of Travel Time And Mileage	\$125,900.00
0ARJ09245		928HZ CPLR	E106586-C	NR	CATERPILLAR	OTHER ATTACHMENT	\$0.00
121000081384		928HZ BU	E106586-I	NR	CATERPILLAR	BUCKET	\$0.00
040305-1527		928HZ FKS	E106586-F	NR	CATERPILLAR	FORKS	\$0.00

Trade-Ins

Year	Make	Model	Serial Number	Rcvd	ID Num	Description	Trade Value	Lien Amount	Net Trade-In
1996	CAT	IT28F	3CL02222	<input type="checkbox"/>		WHEEL LOADER	\$22,000.00	\$0.00	\$22,000.00

Notes

Customer is paying a total of \$31,239.95 direct to Empire Machinery. This amount equals the down payment of \$28,700.00 and the tax on the down payment of \$2,539.95. leaving a balance of \$75,525.00 to be financed by Caterpillar Financial.

Customer Purchase Agreement

Sub Total:	\$125,900.00
Trade In Value:	(\$22,000.00)
Doc Fee:	\$325.00
State/County Sales Tax (NonTaxable - Resale 0.00%):	\$0.00
City Sales Tax (NonTaxable - Resale 0.00%):	\$0.00
Down Payment State/County Sales Tax (Navajo 7.10%):	\$2,037.70
Down Payment City Sales Tax (Mesa 1.75%):	\$502.25
Down:	(\$28,700.00)
Balance Due:	\$78,064.95

Signatures:

Customer	Date	Customer	Date
----------	------	----------	------

This document signifies the customer's intent to purchase the equipment listed. The sale by EMPIRE is subject to credit approval and acceptance by sales manager or other company officer. Should the deal be terminated for any reason, the customer agrees to pay parts and labor costs incurred to customize equipment per customer's specifications.

Notice is hereby given that Empire has assigned its rights under this sales contract to Empire Exchange LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.



GILA COUNTY ATTORNEY

Daisy Flores

ATTACHMENT C

OPINION OF LESSEE'S COUNSEL

Date: October 11, 2010

Lessor: Caterpillar Financial Services Corporation
2120 West End Avenue
Nashville, TN 37203-0001

Re: Government Equipment Lease-Purchase Agreement dated as of October 5, 2010 by and between **GILA, COUNTY, AZ.** and Lessor.

143H Caterpillar Wheel Loader 928HZ CXK00693

Ladies and Gentlemen:

I have acted as counsel to Lessee in connection with the execution and delivery by Lessee of the Governmental Equipment Lease-Purchase Agreement described above, and all related exhibits, attachments and other documents necessary to consummate the transactions contemplated therein (collectively, the foregoing is referred to as the "Lease").

Based upon the foregoing examination and upon an examination of such other documents, records, and certificates and having made such other investigation as I consider necessary to render the opinions herein, I am of the opinion that:

1. Lessee is a County duly organized and legally existing as a political subdivision under the Constitution and laws of the State of Arizona (the "State") with full power and authority to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.

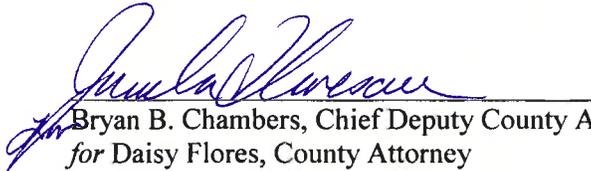
2. The Lease has been duly authorized, executed and delivered by Lessee and, assuming due authorization, execution and delivery thereof by Lessor, constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally, and does not violate any judgment, order, law or regulation applicable to Lessee.

3. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Lease or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable opening meeting, public records, public bidding and all other laws, rules and regulations of the State. The appropriation of moneys to pay the Lease Payments coming due under the Lease does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

5. The Lessee is within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and Rulings related thereto, a state of fully constituted political subdivision or agency of a state. The portion of Lease Payments made by Lessee identified as the interest component thereof will not be includible as Federal gross income under applicable statutes, regulations, court decisions and rulings existing on the date of this opinion is not an item of tax preference and consequently will be exempt from present Federal income taxes except to the extent taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

Sincerely,


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Shannon Boyer, Public Works Division

Department: Public Works Division

Presenter's Name: Steve Stratton

Information

Request/Subject

Update on Board of Supervisors' Action Taken Under Resolution No. 09-09-02 on Bond Issue.

Background Information

This update is with regards to the Board of Supervisors' action taken under Resolution No. 09-09-02 adopted on September 15, 2009.

Evaluation

August 25, 2009: Presentation of information regarding Gila County incurring a long-term financial obligation in the principal amount of not to exceed \$8,000,000 to obtain funds for County infrastructure improvements and to obtain public comment on same. This was a Public Hearing with the presentation being made by John Nelson and there was no action taken.

September 15, 2009: Adoption of Resolution No. 09-09-02 stating Gila County's intention to incur a long term obligation; approving the form and authorizing the execution and delivery of necessary documents; approving the sale and execution and delivery of pledged revenue obligations, Series 2009, evidencing a proportionate interest of the owners thereof in the Purchase Agreement; delegating authority to the County Manager or Finance Director of the County to determine certain matters and terms with respect to the foregoing and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

May 4, 2010: Review of Resolution No. 09-09-02 Series 2009 Obligation Bond that stated Gila County's intention to incur long term obligation. This presentation was given by Steve Stratton and there was no action taken.

Conclusion

This presentation will update the Board of Supervisors and request its direction on how to utilize unspent Obligation Bond monies.

Recommendation

Gila County Public Works Division recommends the Board of Supervisors review options of additional buildings and/or remodels that will be provided at the meeting.

Suggested Motion

Information/Discussion/Action for Board of Supervisors' direction on how to utilize unspent Obligation Bond monies. **(Steve Stratton)**

Regular BOS Meeting

Date: 10/26/2010

Submitted For: John Nelson, Deputy County Manager/Clerk

Submitted By: Janice Cook, Deputy County Manager

Department: Deputy County Manager

Fiscal Year: 2010/2011 Budgeted?: No

Contract Dates - Begin & End: 07/1/10-09/30/11

Grant?: Yes

Matching Requirement?: No Fund?: New

Presenter's Name: Don McDaniel

Information

Request/Subject

State Fiscal Stabilization Funds from Governor's Office of Economic Recovery.

Background Information

Governor Brewer has authorized the utilization of State Fiscal Stabilization Funds (SFSF) allocated from the American Recovery and Reinvestment Act of 2009 (ARRA) to fund the SFSF Distribution to Rural Counties Program. Specifically these funds must be used by the rural counties for one or more of the following purposes:

- *Education Reform
- *Health care and Children's Program
- *Public Safety
- *Innovation, Technology, and Economic Development

Allocations were developed by the Governor's Office of Strategic Planning and Budget, and are based on a combination of County "Hold Harmless" and County "Assistance" formulas. Gila County's allocation is **\$230,769**.

Gila County's proposal (see attached *SFSF Grant Proposal*) has been approved and distribution is contingent upon Board of Supervisors' approval of the Intergovernmental Agreement.

Evaluation

Gila County's SFSF grant will be used to fund six new permanent positions for the 40-bed women's detention facility for nine months. There is no requirement for matching County funds for this one-time award. (See *Grant Guidelines* attached.)

Conclusion

Six new permanent positions have been budgeted at an approximate annual cost of \$300,000 to staff the new 40-bed women's detention facility at the Gila County Sheriff's Department, as follows:

- *1 Detention Nurse
- *1 Detention Sergeant
- *4 Detention officers

Upon execution of the IGA provided by the Governor's Office of Economic Recovery, Gila County will receive a one-time award of \$230,769 which will be used to fund salary and fringe benefit costs of the six new positions for approximately nine (9) months.

Recommendation

The Staff recommendation is for approval of the I.G.A. between Gila County and the Governor's Office of Economic Recovery for distribution of State Fiscal Stabilization Funds in the amount of \$230,769 to be used for salary and fringe benefit costs for six new permanent positions in the new 40-bed women's detention facility at the Gila County Sheriff's Office.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement, Contract #OER-11-IGA-GS-30, between Gila County and the Governor's Office of Economic Recovery for the period of July 1, 2010, to September 30, 2011, for distribution of a one-time award of State Fiscal Stabilization Funds in the amount of \$230,769 to be used to fund salary and fringe benefit costs for staff in the new 40-bed women's detention facility at the Gila County Sheriff's Office. **(Don McDaniel)**

Attachments

Link: [Grant Proposal](#)

Link: [SFSF IGA](#)

Link: [Award Guidelines](#)

Link: [Governor's Announcement](#)

Tommie C. Martin, District I
P.O. Box 2297, Payson, AZ 85547
(928) 474-2029
tmartin@co.gila.az.us

Michael A. Pastor, District II
1400 E. Ash Street, Globe, AZ 85501
(928) 402-8753
mpastor@co.gila.az.us

Shirley L. Dawson, District III
1400 E. Ash Street, Globe, AZ 85501
(928) 425-3231
sdawson@co.gila.az.us



GILA COUNTY
BOARD OF SUPERVISORS
1400 East Ash Street
Globe, Arizona 85501-1414

Don E. McDaniel, Jr., County Manager
1400 E. Ash Street, Globe, AZ 85501
(928)402-8761
Fax (928) 425-0319
dmcDaniel@co.gila.az.us

John F. Nelson, Deputy County Manager/
Clerk of the Board of Supervisors
1400 E. Ash Street, Globe, AZ 85501
(928) 402-8754
Fax (928) 425-0319
inelson@co.gila.az.us

TO: Jason Mistlebauer
Arizona Governor's Office of Economic Recovery

FROM: Michael A. Pastor, Chairman
Gila County Board of Supervisors

RE: State Fiscal Stabilization Funds (SFSF) Distribution to Rural Counties

DATE: July 30, 2010

Gila County submits the following proposal in accordance with the guidelines for distribution of Arizona's State Fiscal Stabilization Funds in the allowable area of Public Safety:

Background:

The Gila County Sheriff's Department is experiencing a crisis in overcrowding in its existing detention facility, resulting in a severe health and safety issue for employees and inmates. The most pressing area of concern is the 18-bed women's facility which must accommodate an average daily census in excess of 33 female inmates. None of the Federal Jail Standards of adequate housing, recreation, medical, classification, segregation, program or religious practice space are being met.

In an effort to address some of these problems Gila County has commenced construction of a new 40-bed women's detention facility. The addition of six permanent employees needed to staff the new facility has increased the burden on the County's General Fund by nearly \$300,000 annually. Gila County proposes to utilize an award of \$230,769 SFSF for salary and fringe benefit costs, as follows:

Budget: ***Additional Permanent Positions:***

1 Detention Nurse
1 Detention Sergeant
4 Detention officers

Outcomes/Performance Measures:

Gila County will have a 40-bed detention facility for women inmates that meets Federal Jail Standards. The SFSF will fund 1 Detention nurse for 11 months, and 1 Detention Sergeant and 4 Detention officers for 9 months – a total of 7,000 bed days.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE GOVERNOR’S OFFICE OF ECONOMIC RECOVERY
AND
GILA COUNTY
CONTRACT #OER-11-IGA-GS-30**

This INTERGOVERNMENTAL AGREEMENT (the “AGREEMENT”) is entered into by and between the Governor’s Office of Economic Recovery (“GOER”), established by Governor Brewer to oversee and discharge funds granted under the American Recovery and Reinvestment Act of 2009 (“Recovery Act” or “ARRA”), and located at 1700 West Washington Street, Suite 300, Phoenix, Arizona 85007, and Gila County (“County” or “recipient”), located at 1400 East Ash Street, Globe, Arizona 85501 in accordance with A.R.S. § 41-2701 et seq., authorizing the State of Arizona, GOER to execute and administer grants for Title XIV of the ARRA, known as the State Fiscal Stabilization Fund (as amended by Public Law 111-8 (H.R. 1105), the Omnibus Appropriations Act, 2009; Division A, Section 523; March 11, 2009; 123 Stat. 524). The Catalog of Federal Domestic Assistance (CFDA) Number is 84.397, Government Services Fund, administered by the U.S. Department of Education.

I. PURPOSE OF THE AGREEMENT

GOER is tasked with oversight and swift distribution of economic recovery funding. In this capacity, GOER has agreed to provide funding to the Gila County for the purpose of providing one-time funding to supplement existing County resources for one or more of the following purpose areas: (1) Education Reform; (2) Health Care and Children’s Programs; (3) Public Safety; and/or (4) Innovation, Technology and Economic Development. The County agrees to comply with all terms of the proposal as approved, submitted in response to the grant opportunity that emerged from Governor Brewer’s State Fiscal Stabilization Funds Distribution to Rural Counties program. GOER will fund the County up to \$230,769 for this purpose.

II. WORK STATEMENT AND GENERAL PROVISIONS

The parties mutually agree as follows:

A. Scope of Work

1. The County shall provide GOER, within five business days of GOER’s request, all information, data and supporting documentation requested by GOER or, if not requested by GOER, determined relevant by the County to assist GOER in reconciling award amounts.
2. The County shall comply with all ARRA requirements including the following 1512 reporting requirements:
 - a. Provide the following information, as required by GOER by the 6th day of the month following the end of a quarter or as requested by GOER:
 - b. Grants and Projects
 - c. Financial Transactions
 - d. DUNS
 - e. Prime Vendor/Sub-recipients
 - f. 1512 Report Update

3. The County shall make relevant personnel available for contact and meetings with Federal or State oversight agencies, when requested by GOER and shall make relevant County personnel available to contact and meet with GOER when requested by GOER. The County shall provide to GOER contact names, addresses, telephone numbers, e-mail addresses, and any other relevant contact information available to the County regarding the County's personnel considered by the County relevant to the activities described in this section. GOER shall not reimburse the County for any costs associated with the County's personnel participation in these activities.
4. GOER may monitor the County's compliance with ARRA requirements regarding Recovery Act funds, in addition to any monitoring that other oversight agencies may decide to conduct. The County shall cooperate with GOER regarding all monitoring activities related to ARRA funds. The County may be required to provide information, data and supporting documentation of its ARRA transactions to GOER. GOER shall not reimburse the County for any costs associated with these activities of the County.
5. The County shall inform GOER when the County is contacted by any Federal or State oversight agency regarding Recovery Act dollars within five business days of contact, including:
 - a. When an oversight agency requests any documents, data and information from the County. The County shall provide copies of the County's responses to oversight agencies to GOER, if requested by GOER, within five business days of GOER's request.
 - b. When an oversight agency issues reports to the County or about the County. The County shall provide copies to GOER, if available to the County and if requested by GOER, within five business days of GOER's request.
 - c. When the County responds to follow-up requests for documents, data and information from oversight agencies. The County shall provide copies of the County's responses to oversight agencies to GOER, if requested by GOER, within five business days of GOER's request.
6. The County shall allow GOER to review the County's fraud, waste and abuse prevention programs and ARRA transactions, if requested by GOER, in the manner requested by GOER.
7. The County shall comply with ARRA requirements as described in the following quotation: "Recipients who have failed to submit a Section 1512 report as required by the terms of their award are considered to be non-compliant. Non-compliant recipients, including those who are persistently late or negligent in their reporting obligations, are subject to Federal action, up to and including the termination of Federal funding or the ability to receive Federal funds in the future." EXECUTIVE OFFICE OF THE PRESIDENT, OFFICE OF MANAGEMENT AND BUDGET, Peter R. Orszag.

B. Method and Terms of Reimbursement

Recovery Act funds will be transferred to the County on a cost reimbursement basis upon receipt and approval of a Payment Request Form showing cumulative expenditures by line item. Items to be reported on are: dollar amount requested, name of project worked on, any Davis-Bacon reports and project status compared to timeline submitted. Travel expenses shall be at State rates (see website at www.gao.az.gov/travel/default.asp) and reimbursable at cost. State rates as established by the Arizona Department of Administration, General Accounting Office are made part of this Agreement by reference herein. The County will submit to GOER an estimated payment schedule and timeline for the project and the County will be responsible for paying vendors associated with this project. GOER may provide to the County a master template for the Payment Request Form. GOER will reimburse expenses to the County using a warrant, transfer or by direct deposit of Recovery Act funds to the County. Method of payment will be at the discretion of GOER and the County will allow seven to ten working days for completion of payment of Recovery Act funds after receipt of a Payment Request Form. Any unspent funds associated with this Agreement will be refunded to GOER at completion of stated Agreement term. Final payment for this Agreement will be released upon receipt of any final reporting requirements which are yet to be determined.

C. Reporting and Compliance Requirements

Payments by GOER to the County shall be in strict compliance with OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (2 CFR 225 A-87) and shall adhere to the Federal Cash Management Improvement Act (CMIA) and comply with guidelines of the State Fiscal Stabilization Fund (SFSF), established under Recovery Act through Public Law 111-5 (H.R.1) and amended by Public Law 111-8 (H.R. 1105).

In addition, the Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. The Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law.

The accounting systems of all recipients and sub-recipients must ensure that funds from any award under this Agreement are not commingled with funds from any other source. Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds. Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Funds associated with this AGREEMENT shall only be used to reimburse the County for the purposes set forth on section I of this Agreement. The County must understand and comply with all applicable Federal and State policies, procedures, and requirements related to Recovery Act monies including, but not limited to, the following:

1) “Buy American Act” Est. 1933

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act (“Buy American Act”). No award funds may be used for non-American sources of iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification and upon approval of the federal grant agency, a waiver is issued allowing this activity.

2) Davis-Bacon and Related Acts: Wage Rate Requirements

All applicants should be aware that the Recovery Act contains a provision on wage rate requirements that concerns projects funded or assisted by Recovery Act funds that employ laborers and mechanics. See section 1606 of the Recovery Act for the full text of this requirement.

3) ARRA Infrastructure Investment: Preference for Quick-Start Activities

Pursuant to section 1602 of the Recovery Act, recipients of funds under this solicitation for infrastructure investment are to give preference to activities that can be started and completed expeditiously, and also are expected to use grant funds in a manner that maximizes job creation and economic benefit. For the details of this requirement, please refer to the text of section 1602 of the Recovery Act.

4) Recovery Act: Contracts

Generally speaking, the Recovery Act places special emphasis on the use of fixed-price contracts awarded through competitive procedures.

5) National Environmental Policy Act Requirements

Under section 1609 of the American Recovery and Reinvestments Act of 2009 all recipients must comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended, (42 U.S.C. 4371 *et seq.*), 40 CFR parts 1500 through 1508 and any State government requirements that implement NEPA.

III. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT

A. Effective Date

This AGREEMENT shall become immediately effective only upon the following: (1) execution by GOER and the County, and (2) execution by GOER’s and the County’s attorneys, whose execution shall determine that this AGREEMENT is in proper form and within the powers and authority granted to GOER and the jurisdiction under the laws of the State of Arizona.

B. Term, Termination, Renewal

This AGREEMENT shall begin on July 1, 2010 and terminate on September 30, 2011, unless otherwise terminated as provided herein, or extended. Either party may terminate this AGREEMENT at any time by providing thirty (30) days written notice to the other party. If this AGREEMENT is extended by mutual written consent of the parties, all terms, conditions and provisions of the original AGREEMENT shall remain in full force and effect and apply during any extension period.

C. Amendment

This AGREEMENT may be modified, altered, extended or amended only in writing signed by, or on behalf of, both parties.

IV. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this AGREEMENT, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<p><u>GOER</u> James J. Apperson Director Governor’s Office of Economic Recovery 1700 W. Washington St., Ste. 300 Phoenix, AZ 85007 Phone: (602) 542-6402</p>	<p><u>Gila County</u> Michael A. Pastor Chairman Gila County Board of Supervisors 1400 E. Ash St. Globe, AZ 85501 Phone: (928) 425-3231</p>
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V. ARBITRATION

This AGREEMENT is subject to arbitration to the extent required by A.R.S. § 12-1518. Any such proceedings shall be held in Phoenix, Arizona.

VI. NON-AVAILABILITY OF FUNDS

Every payment obligation of GOER under this AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, either party may terminate this AGREEMENT at the end of the period for which funds are available. No liability shall accrue to GOER or the State of Arizona in the event this provision is exercised, and GOER and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VII. CANCELLATION FOR CONFLICT OF INTEREST

This AGREEMENT is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which herein incorporated by reference.

VIII. AUDIT OF RECORDS

Pursuant to Arizona Revised Statutes § 41-1351, GOER shall retain all data, books, and other records relating to this AGREEMENT. The County is subject to all audit oversight policies and procedures established by GOER.

IX. GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this AGREEMENT, GOER and the County hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

X. ENTIRE AGREEMENT

This AGREEMENT contains the entire Agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior Agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

XI. INVALIDITY OF PART OF THIS AGREEMENT

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

XII. COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

XIII. INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

XIV. PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

XXXXXXXXXXXXXXXXXXXXX

THIS SECTION INTENTIONALLY LEFT BLANK

XXXXXXXXXXXXXXXXXXXXX

XV. IN WITNESS WHEREOF, the parties agree to execute this AGREEMENT.

Governor's Office of Economic Recovery
1700 W. Washington St., Ste. 300
Phoenix, AZ 85007

Gila County
1400 E. Ash St.
Globe, AZ 85501

James J. Apperson
Director
Governor's Office of Economic Recovery

Michael A. Pastor
Chairman
Gila County Board of Supervisors

This AGREEMENT is in proper format and is within the powers and authority granted to the respective public agency.

Joseph Kanefield
General Counsel
Office of the Governor

Daisy Flores
County Attorney
Gila County

Award Information

- Period of Performance
 - 12 months with expiration of SFSF funds on September 30, 2011
 - Grant Awards are non-renewable
- Available Funding - \$4,007,800
 - Allocations were developed by the Governor's Office of Strategic Planning and Budget and are based on a combination of County "Hold Harmless" and County "Assistance" formulas.

Award Information (continued)

	County Hold Harmless	County Assistance	Total
Apache		\$230,769	\$230,769
Cochise		\$230,769	\$230,769
Coconino		\$230,769	\$230,769
Gila		\$230,769	\$230,769
Graham	\$234,200	\$230,769	\$464,969
Greenlee	\$234,400	\$230,769	\$465,169
La Paz	\$159,700	\$230,769	\$390,469
Mohave		\$230,769	\$230,769
Navaho		\$230,769	\$230,769
Pinal		\$230,769	\$230,769
Santa Cruz	\$214,800	\$230,769	\$445,569
Yavapai	\$164,700	\$230,769	\$395,469
Yuma		\$230,769	\$230,769
Total	\$1,007,800	\$3,000,000	\$4,007,800

Allowable Costs

- **Personnel Salary Cost**
- **Personnel Fringe Benefit Cost**
- **Training**
- **Equipment** (for public safety related telecommunications equipment purchases, the applicant must discuss the interoperability features of the equipment in its proposal, including specific information about other agencies that the equipment will communicate with)
- **Travel** (travel expenses shall be at State of Arizona rates and reimbursable at cost)
- **Supplies**
- **Contractual**
- **Construction/Renovation** (contact OER staff for specific restrictions/limitations)
- **Fuel Cost and/or Mileage Reimbursement**
- **Other**

Unallowable Cost

- Paying down past debt;
- Casinos and other gaming establishments, aquariums, zoos, golf courses, or swimming pools (Section 1604 of the ARRA);
- Financial assistance to students to attend private elementary and secondary schools, unless the funds are used to provide special education and related services to children with disabilities as authorized by the IDEA (Section 14011 of the ARRA);

Unallowable Cost (continued)

- Maintenance of systems, equipment, or facilities;
- Construction, modernization, renovation, or repair of stadiums or other facilities primarily used for athletic contests or exhibitions or other events for which admission is charged to the general public; or
- Construction, modernization, renovation, or repair of facilities:
 - used for sectarian instruction or religious worship; or
 - in which a substantial portion of the functions of the facilities are subsumed in a religious mission (See generally Section 14004(c) of the ARRA).



State of Arizona

Janice K. Brewer
Governor

Office of the Governor
1700 West Washington Street, Phoenix, AZ 85007

Main Phone: 602-542-4331
Facsimile: 602-542-7601

FOR IMMEDIATE RELEASE
September 13, 2010

CONTACT: Paul Senseman
(602) 542-1342
psenseman@az.gov

Governor Jan Brewer Announces Economic Aid for Rural Counties

More Than \$4 Million in Grants for 13 County Governments

PHOENIX – Upon the heels of last week's Rural Business Advisory Council announcement showing support for rural areas of the state, Governor Jan Brewer today announced the awarding of an additional \$4 million to Arizona's rural counties from her discretionary stimulus funds.

"I understand the vital services counties throughout greater Arizona deliver to their communities, as well as the fiscal challenges they face," said Governor Brewer. "Counties are important partners in Arizona's success. In the current budget climate, the availability of these funds for rural areas is crucial to maintaining services."

"Governor Brewer has a strong commitment to rural Arizona, and I am grateful for her leadership in creating this grant program," said Graham County Supervisor Jim Palmer. "These grants will help save jobs and protect important constituent services in rural counties struggling with the effects of the economic downturn."

The funds, stemming from the State Fiscal Stabilization Fund (SFSF), Governor's Discretionary Fund, are required to be used for one or more of the following purpose areas: education reform, health care and children's programs, public safety and innovation, technology, and economic development.

The intent of the grant program is to provide supplemental resources to counties to augment existing local financial resources. Examples of allowable expenses include personnel salary, training, equipment for public safety-related telecommunications and fuel cost. Program details can be viewed at http://www.azgovernor.gov/dms/upload/PR_090910_RuralCountyDistributionProgram.pdf.

The total amount of funds available for distribution under this fund is \$4,007,797. Funding was determined per formula by the Governor's Office of Strategic Planning and Budgeting and will be allocated to the following counties:

Counties	Award Amount
Apache	\$230,769
Cochise	\$230,769
Coconino	\$230,769
Gila	\$230,769
Graham	\$464,969
Greenlee	\$465,169
La Paz	\$390,469
Mohave	\$230,769
Navajo	\$230,769
Pinal	\$230,769
Santa Cruz	\$445,569
Yavapai	\$395,469
Yuma	\$230,769

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Regular BOS Meeting

Date: 10/26/2010

Submitted For: Don McDaniel, Submitted By: Marian Sheppard, Clerk of the Board of
Jr., County Supervisors
Manager

Department: County Manager

Presenter's Name: Don McDaniel

Information

Request/Subject

Boards, Commissions and Committees (BC&C) Report

Background Information

The Board of Supervisors (Board) appoints and/or is responsible for several BC&Cs in Gila County. Some of the BC&Cs are created by the Board, some are created by Statute and some by outside agencies but all must conform to various sections of Arizona State Statutes. Ultimately the Board is responsible for the lawful conduct and operation of each of the BC&Cs. The recent adoption of House Bill 2209 brought this responsibility into focus. To assist in this effort it was necessary to research and report on all known BC&C and prepare a compilation of the findings in one comprehensive report.

Evaluation

The comprehensive report on BC&Cs includes, where available, the following information: date of creation, legal basis for the group, bylaws, charter, legally and officially assigned areas of responsibility, assigned, appointed and retained legal counsel, operation procedures, Corporation Commission status, membership, terms of office, appointing authority, County staff or department liaison, meeting schedule and location, record keeping authority and location, last two years of expenditure amounts and for what, funding sources and amounts, and historical and recent significant actions and accomplishments.

Not all of the information listed above is available for each BC&C at this time and is not contained in the report. It is important that this information be collected and maintained for each BC&C. If historical information is not available in each category, then a method needs to be established to collect and maintain the information going forward. Having a County staff member assigned as BC&C Coordinator and having a staff liaison to each BC&C would facilitate gathering and maintaining all of the necessary information.

Conclusion

A copy of the draft Report has been provided to the Chief Deputy Clerk of the Board, the County Manager and each member of the Board. The Report was reviewed at the October 12, 2010, Board Work Session and comments were received from the Board. Staff will utilize information from the meeting to prioritize issues needing resolution and to schedule future Work Sessions to review specific BC&Cs. Staff will proceed with updating and maintaining the report accordingly. This will enable the BC&C Coordinator to monitor such activities as: filling vacancies, posting meeting notices, reviewing and filing minutes, completing financial reports and reporting to the Board of Supervisors.

Recommendation

Information/Discussion/Action to accept the Boards, Commissions and Committees Report subject to the following conditions: 1) that future Work Sessions will be held to further review specific BC&Cs, 2) that the BC&C Report be completed, 3) that a BC&C coordinator be named by the County Manager, 4) that the coordinator name a staff liaison to each BC&C, 5) that each BC&C be informed and trained as to Arizona Open Meeting Laws as amended, 6) that the Report be maintained as up to date, and 7) that each BC&C report to the Board on a regular basis.

Suggested Motion

Information/Discussion/Action to accept the Boards, Commissions and Committees (BC&C) Report subject to the following conditions: 1) that future Work Sessions will be held to further review specific BC&Cs, 2) that the BC&C Report be completed, 3) that a BC&C coordinator be named by the County Manager, 4) that the coordinator name a staff liaison to each BC&C, 5) that each BC&C be informed and trained as to Arizona Open Meeting Laws as amended, 6) that the Report be maintained as up to date, and 7) that each BC&C report to the Board on a regular basis. **(Don McDaniel)**

Regular BOS Meeting

Date: 10/26/2010

Submitted By: David Caddell, Health & Community Services Division

Department: Health & Community Services Division

Division: Community Services Department

Presenter's Name:

Information

Request/Subject

Approval of Amendment #9 to Contract #E5345511 between the Arizona Department of Economic Security (DES), Rehabilitation Service Administration (RSA) and the Gila County Division of Health Community Services dba Gila Employment and Special Training (GEST).

Background Information

Amendment #9 will extend the current Contract #E5345511, Extended Supported Employment from January 1, 2011, to April 30, 2011. The current hourly rate will not be effected. Gila Employment and Special Training is a fee for service provider.

Evaluation

This current contract allows the GEST Program to provide Extended Supported Employment services to those clients whose Department of Economic Security (DES), Rehabilitation Services Administration (RSA) authorization indicated a specific need for this service. Currently we are serving one individual under this contract authorized for 6 service contacts per month.

Conclusion

This amendment allows the GEST Program to continue to provide Extended Supported Employment services to those clients whose DES/RSA authorization indicated specific need for this service after our current contract expires on 12/31/2010.

Recommendation

The GEST Program recommends Board approval and the Chairman's signature on Amendment # 9 to Contract #E5345511, which will allow GEST to continue to provide this service to Department of Economic Security (DES), Rehabilitation Services Administration (RSA) clients.

Suggested Motion

Authorization for the Chairman to sign Amendment #9 to Contract #E5345511, Extended Supported Employment, between the Arizona Department of Economic Security, Rehabilitation Services Administration, and the Gila County Division of Health and Community Services dba Gila Employment and Special Training to provide Extended Supported Employment services to Vocational Rehabilitation clients from January 1, 2011, to April 30, 2011.

Attachments

Link: [ESE Contract 7-1-04](#)

Link: [Amendment 9 ESE](#)

AWARD NOTICE

1.0 The Contractor shall address all notices relative to this Contract to the attention of:

Rehabilitation Services Administration
Attn: Anna Lira
3221 N 16th Street, Ste 200
Phoenix, AZ 85016

PHONE: (602) 266-6752
FAX: (602) 241-7158

2.0 CONTRACT TERM:

The term of this Contract shall begin on 07/01/2004 and shall terminate on 06/30/2005

3.0 The following service(s) and geographic area(s) are awarded:

Service(s): Extended Supported Employment (Individual & Group)

Geographic Area(s): Gila County

OFFER AND CONTRACT AWARD

SOLICITATION NO. E-RSA 04045

ARIZONA DEPARTMENT OF
ECONOMIC SECURITY
REHABILITATION SERVICES ADMINISTRATION, 930A
1789 W JEFFERSON STREET
2ND FLOOR, NORTHWEST
PHOENIX, ARIZONA 85007
(602) 542-3332

OFFER

TO: THE STATE OF ARIZONA

The Undersigned hereby offers and agrees to provide the service(s) and/or material(s) in compliance with the Solicitation.

For clarification of this offer, contact:

Jocelyn R. Horner
Name
(928) 425-7631 Ext. 8664
Phone Number
(928) 425-9468
Fax Number
jhorner@co.gila.az.us
E-Mail Address

If awarded a contract, all notices should be sent to:

Jocelyn R. Horner
Name
P.O. Box 2778
Mailing Address
Globe, Az 85502
City State Zip
(928) 425-7631 (928) 425-9468
Phone Number Fax Number
jhorner@co.gila.az.us
E-Mail Address

86-6000444
Federal Employer Identification Number
Division of Health and Community Services
Company Name
P.O. Box 2778
Mailing Address
Globe, AZ 85502
City State Zip
(928) 425-7631 (928) 425-9468
Phone Number Fax Number
jhorner@co.gila.az.us
E-Mail Address


Signature of Person Authorized to Sign Offer

Jose M. Sanchez
Printed Name
Chairman, Gila County Board of Supervisors
Title

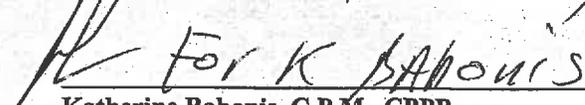
ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted. The Contractor is now bound to provide the service(s) and/or material(s) listed in the attached award notice based upon the Solicitation, including all terms, conditions, specifications/scope of work, amendments, etc., and the Contractor's offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. E 5345511

State of Arizona

Awarded this Date: 7-1-04


Katherine Babonis, C.P.M., CPPB
Chief Procurement Officer

**THE ATTACHED WERE INCLUDED
IN THE FOLLOWING**

1. THE SOLICITATION, OR
2. ANY AMENDMENTS TO THE SOLICITATION, OR
3. THE OFFER, OR
4. ANY BEST AND FINAL OFFER

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1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform

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Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 Contract administration and operation.**
- 3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities

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Act.

- 3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency,

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department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
- 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

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5. Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State

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against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

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7 Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2 Fit for the intended purposes for which the materials are used;
 - 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies

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available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

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

7.7 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all

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subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

DEPARTMENT OF ECONOMIC SECURITY SPECIAL TERMS AND CONDITIONS

1. **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- B. "Department" means the Arizona Department of Economic Security (DES), unless otherwise indicated.
- C. "Effective Date" means the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the contract.

2. **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

- A. In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), Contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003), must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.
- B. All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.
- C. As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- D. Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations and standards.

3. **Availability of Funds.** The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor

may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4. **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

5. **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

6. **Compliance with Applicable Laws.** In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:
 - A. In accordance with A.R.S. §36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
 - B. Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued, or as consent by an Indian tribe to jurisdiction of any State Court.
 - C. The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.
 - D. The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

7. **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

8. **Contract Extension.** The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State. The Department's Procurement Officer may exercise the Department's option to extend or renew the contract by unilateral contract amendment; a written amendment to the contract signed by both parties shall not be necessary. Any extension or renewal must be made prior to the end of the contract period specified in this contract.

9. **Contract Term.** The term of this contract shall be the period of time from the contract begin date to the contract termination date as awarded or extended. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor will not be paid or reimbursed for contract services provided prior to the begin date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
10. **Cooperation.** The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
11. **Equipment.**
- A. If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the equipment inventory form to the Department person designated to receive notices.
 - B. The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
 - C. The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
 - D. Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
12. **Evaluation.** The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
13. **Fair Hearings and Service Recipients' Grievances.**
- A. The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

- B. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
14. **Fees and Program Income.** Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
15. **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- A. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid class one or class two fingerprint clearance card issued pursuant to title 41, chapter 12, article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.
 - B. The provider shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
 - C. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
 - D. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
 - E. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
 - F. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).
16. **Indemnification and Insurance.**

INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instance, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* attached hereto are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$ 2,000,000
• Products - Completed Operations Aggregate	\$ 1,000,000
• Personal and Advertising Injury	\$ 1,000,000
• Blanket Contractual Liability - Written and Oral	\$ 1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$ 1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 1,000,000

a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on*

behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease - Each Employee	\$ 500,000
Disease - Policy Limit	\$ 1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole/Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

- a. In the event that the professional liability insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall

be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

17. **Levels of Service.**

- A. If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
- B. The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- C. Any administration within the Department may obtain services under this contract.
- D. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

- E. The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- F. When the method of compensation for the service is **Fixed Price with Price Adjustment**, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
18. **Monitoring.** The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
19. **Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- A. Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- B. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- C. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- D. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
- “Under the Americans with Disabilities Act, the *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)*”
20. **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

All notices shall reference the contract number.

The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of address of business office;

2. Change of telephone number;
3. Changes in the name and/or address of the person to whom notices are to be sent;
4. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;
5. Change in the name of the Contractor, where the ownership or responsible entity remains the same; or,
6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

21. **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

A. Payments shall be made according to the type of payment defined as follows:

1. **Rate (or) Fixed Price-** The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable.

2. **Fixed Price with Price Adjustment -** Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment, provided that the Total DES Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

B. The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department shall authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

C. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

D. Under no circumstances shall the Department make payment to the Contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

E. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

22. **Payment Recoupment.** The Contractor must reimburse the Department upon demand or the Department may deduct from future payments the following:

A. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;

- B. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - C. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
 - D. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - E. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
 - F. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - G. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
 - H. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - I. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
 - J. Any payments made for services rendered before the contract begin date or after the contract termination date.
23. **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.
24. **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.
25. **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
26. **Records.** In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:
- Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- A. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
 - B. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - C. Include time and attendance records for individual employees to support all salaries and wages paid;

- D. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- E. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- F. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- G. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

27. Reporting Requirements.

- A. Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 15th day following each month during the contract term the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract. Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- B. No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- C. All reports shall reference the contract number and be submitted to the person designated by the Department.

28. Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

The Contractor shall provide copies of subcontracts relating to the provision of contract services to the Department upon request.

29. Substantial Interest Disclosure.

- A. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- B. Leases or rental agreements or purchase of real property which would be covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- C. For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

30. **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department.

31. **Technical Assistance.** The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

32. **Termination for Any Reason.**

A. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

B. In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

C. In the event of early termination, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

33. **Termination for Default.** In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

This contract may immediately be terminated if the Department determines that the health or welfare or safety of service recipients is endangered.

34. **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

In addition, the Contractor shall comply with the following publications, as applicable:

A. OMB Circular A-87 for State, local and Indian Tribal Governments.

B. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

C. OMB Circular A-21 for educational institutions.

D. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

35. **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.



REHABILITATION SERVICES ADMINISTRATION

SPECIAL TERMS AND CONDITIONS

Compliance with Applicable Laws. In addition to the terms and conditions in this section of the DES Special Terms and Conditions, the following shall apply:

- E. The Contractor shall comply with A.R.S. § 16-140 that implements the National Voter Registration Act of 1993.
- F. The Contractor shall comply with the provisions of Arizona Administrative Code, Title 6, Chapter 6, Article 9, and A.R.S. §36-551.01 when serving RSA referred clients who are also eligible applicants of the Division of Developmental Disabilities.

Confidentiality. In addition to the terms and conditions in this section of the DES Special Terms and Conditions, the following shall apply:

- A. The Contractor shall comply with the provisions of Arizona Administrative Code R6-4-405, as it pertains to sharing client information with other agencies, individuals, or employers.

SCOPE OF WORK

EXTENDED SUPPORTED EMPLOYMENT (ESE)

1. SERVICE DESCRIPTION:

- 1.1 A service that provides long-term, on-going support services for an employed individual.
- 1.2 For the purposes of this solicitation, this service includes, but is not limited to: regular contacts with the individual and/or the employer, parents or guardians; job monitoring; finding a new job or job location when necessary; maintaining established and on-going natural and peer support environments; and other activities needed to assist an individual to maintain employment. It is provided to maintain an individual in integrated employment which is compensated at a level that is not less than the wages and benefits paid by the employer to other employees who are not disabled for the same work.

An **integrated setting** is one typically found in the community in which applicants or eligible individuals interact with non-disabled individuals, other than non-disabled individuals who are providing services to those applicants or eligible individuals, to the same extent that non-disabled individuals in comparable positions interact with other persons.

- 1.3 Services provided are primarily intended for the benefit of clients referred by the Rehabilitation Services Administration (RSA). However, clients from other Department Administrations may be referred to receive services under this contract and the Department can expand the contracts to serve additional target populations.

2. AUTHORITY

The Rehabilitation Services Administration is authorized to provide this service under 34 CFR 361.48 (o) Scope of Vocational Rehabilitation Services for Individuals with Disabilities, A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division, and A.R.S. § 41-1954 (A)(1)(d).

3. BILLING UNIT: ONE ATTENDANCE DAY or ONE CONTACT DAY.

An "Attendance Day" is defined as support for an individual working 3 hours or more in a group setting during a calendar day. Half an attendance day is billed for less than three hours of work during a calendar day.

A "Contact Day" is used when services are provided in an "individual setting." This means the service is provided to an individual who is not part of a group of clients receiving services in the same training area or workstation, and the placement is at an employer site other than the Contractor's agency-owned training/work sites. A Contact Day equals one or more contact(s) made within a twenty-four (24) hour period by Contractor staff who are directly responsible for the provision of the service: (1) With the client face to face at the work site to provide direct services, or (2) with the employer to resolve a work issue(s) specific to that individual and includes dealing with phone calls initiated by the employer.

Also see Section 6, REPORTING AND BILLING REQUIREMENTS.

4. STANDARDS/LICENSE REQUIREMENTS:

The Contractor must comply with the STANDARDS FOR PROVIDERS OF SERVICES located in the EXHIBITS section and the following standards and/or license requirements:

- 4.1 Extended Supported Employment should be provided by persons who demonstrate experience and/or qualifications in vocational programming areas, including but not limited to, the provision of Supported Employment to individuals with the most severe disabilities.
- 4.2 Extended Supported Employment services should be delivered utilizing tools, techniques and materials, which are appropriate to the mental and physical capacity/needs of the individual served. The contractor should utilize modified equipment, fixtures and other aides as necessary in training to meet the physical/sensory needs of the individuals served.

4.3 Where services include the use of subcontract or production work (Department of Labor [DOL] covered and non-covered work), the contractor shall comply with all the requirements established by the Wage and Hour Division of the United States Department of Labor as well as state and local labor regulations.

4.4 Contractor shall develop and provide a comprehensive, on-going staff training and professional development program, including but not limited to, knowledge of the nature and implications of disability, the effect of work on benefit programs, principles and best practices of job coaching and operation within an interdisciplinary team environment. All training should be designed to ensure a high level of competency among contractor staff.

5. SERVICE OBJECTIVES AND TASKS:

5.1 Service Objective 1:

To help individuals engaged in competitive, integrated employment to maintain their employment through the implementation of a "package" of Extended Supported Employment services, which is based upon consumer choice and may include contacts with the individual, employers, peers, parents, and/or guardians.

Service Tasks:

The Contractor shall perform the following tasks to achieve this service objective:

5.1.1 Provide Extended Supported Employment services to individuals including:

5.1.1.1 job coaching; counseling and support services;

5.1.1.2 job monitoring;

5.1.1.3 finding a new job when necessary;

5.1.1.4 other related services to assist the individual to successfully maintain employment.

5.1.2 Provide a system of additional services to include:

5.1.2.1 provision for consumer referral to other programs/services;

5.1.2.2 assisting consumers in assessing and identifying ongoing employment support needs and accessing resources necessary to meet those needs;

5.1.2.3 methods to evaluate an individual's performance and progress;

5.1.2.4 and other activities designed to foster communication and cooperation among team members.

5.1.3 Facilitate the development of natural supports at the work site.

5.1.4 Resolve training/work issues.

5.1.5 Evaluate the effectiveness of the services provided.

5.1.6 Evaluate the potential for progressive move to competitive employment without supports and make referral to RSA Counselor to develop appropriate plans and strategies when appropriate.

5.1.7 Provide written and financial reports as required in Section 6, REPORTING AND BILLING REQUIREMENTS.

5.1.8 Schedule and conduct annual meetings (staffings) to discuss progress and rehabilitation needs within thirty (30) days of each consumer's annual ESE anniversary date (ESE plan start date).

5.2 Service Objective 2:

To expand integration and increase wages for consumers served.

Service Tasks:

The Contractor shall perform the following tasks as necessary to achieve this service objective:

5.2.1 At least annually, evaluate the individual's potential for progressive moves to jobs which are more integrated, increase the individual's income, or to competitive non-supported work settings.

5.2.1.1 Identify the average number of paid work hours in a month for consumers receiving this service and describe how that average can be improved over a period of time.

- 5.2.1.2 Identify the average hourly wage of consumers receiving this service, and describe how that average can be improved over a period of time.
- 5.2.1.3 Identify the current level of supervision and how that level of supervision can be decreased.
- 5.2.2 Identify and place the individual in a more integrated and/or higher paying job when ready.
- 5.2.3 Refer the individual to a competitive non-supported job directly or refer the individual back to the VR program to help the individual find and be successful in a non-supported job.

6. REPORTING AND BILLING REQUIREMENTS

- 6.1 **Overlapping Bills:** The Contractor shall not bill RSA for the time that the individual is under another agency's care (e.g. Department of Developmental Disabilities [DDD], Department of Health Services [DHS]/Behavioral Health Services [BHS], Regional Behavioral Health Association [RBHA]) for some other "day" activity or work program).
- 6.2 The Contractor must submit a written PROGRESS REPORT (VR-009-FF, Group Services) as backup documentation to the billing for each individual who received ESE during the month. The PROGRESS REPORT shall be completed in accordance with the INSTRUCTIONS FOR COMPLETING THE VR-009-FF PROGRESS REPORT. The Progress Report must include the days during which contact was made during the month, the staff person involved in the contact, a description of each contact, and other information pertinent to describing the monthly package that was provided to the individual during the reporting/billing period. Samples of both the report form and the instructions are located in the EXHIBITS section of the solicitation.
- 6.3 **Payment Rate:** The payment rate includes all costs associated with the provision of the service, including but not limited to: salaries, operating, travel, equipment, materials, preparation of billings and reports.
- 6.4 **Computing Units for Attendance Day Unit:** For attendance day services, at the end of the billing month, add up all the whole days and half days of attendance for each client. Do not round. Add in any allowable absences to the billable units in accordance with the RSA Absence Policy (Section 6.6 of this Scope of Work). In no case should the billed units to RSA exceed the number of service days available in the month.
- 6.5 **Authorization to Provide Services:** The contractor must receive a written authorization from designated RSA personnel who are responsible for client services under this contract (RSA staff) prior to performing the service.
- 6.6 **RSA Absence Policy:**
 - 6.6.1 A meeting (Staffing) shall be held to review a client's employment status before their absences exceed 24 during the State Fiscal Year (July 1 through June 30). This staffing shall include the Contractor, RSA staff, client, and client representative(s).
 - 6.6.2 The Contractor shall not bill for absences in excess of thirty-six (36) during a State fiscal year unless the RSA Regional Program Manager has approved this in writing before submission of the billing to the RSA staff.
- 6.7 **Billing for Services:** At the end of each reporting period (month) the contractor shall prepare and submit a RSA Contractor Billing Form VR-206-A-FF to the referring RSA staff, using the service title, unit type, and payment rate authorized by the contract. A sample of the form is located in the EXHIBITS section.
- 6.8 **Supporting Documentation:** All supporting document (e.g. contact logs, attendance reports, staff time sheets, client case file notes, etc.) must be retained by the Contractor in accordance with DES Special Terms and Conditions. RSA reserves the right to review or request copies of supporting documentation at any time during the term of the contract.
- 6.9 **Quarterly Reports:** The RSA Quarterly Contract Report (located in the EXHIBITS section) shall be completed and submitted by the fifteenth of October, January, April and July covering the previous three month period of services rendered.

The report shall be addressed to the RSA Regional Program Manager with a copy to the RSA Central Office.

- 10 Completion/Termination of an Individual: A written report will be furnished to the RSA staff within 10 working days following completion of the individual's program or the individual's termination for any reason.
- 6.11 Other Reports: Contractors may be required to submit additional or revised reports as requested by RSA.
- 6.12 Case Records: An individual client case record shall be established and maintained by the Contractor for each client who received services. The case record and all material contained therein is subject to statutory requirements regarding confidentiality. As appropriate, the case record should contain the following materials.
- Evaluation reports, medical records, etc.
 - Staffing and case conference reports
 - Written authorization letter(s) from RSA
 - Monthly Progress Reports
 - Supporting documentation (e.g. attendance records, contacts made with client, employer or RSA Counselor)
 - Completion/Termination report

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METHODOLOGY Extended Supported Employment

5. Service Objectives and Tasks:

5.1 Service Objective 1:

To help individuals engaged in competitive, integrated employment to maintain their employment through the implementation of a “package” of Extended Supported Employment services, which is based upon consumer choice and may include interaction with the individual, employers, peers, parents, and/or guardians.

Service Tasks: The Contractor shall perform the following tasks to achieve this service objective:

5.1.1 Provide Extended Supported Employment services to individuals including:

5.1.1.1 Job Coaching; counseling and support services: Using tools, techniques and materials that are appropriate to the mental and physical capacity or needs of the clients, A GEST Job Coach will provide job coaching; counseling and support services to clients who are engaged in competitive, and integrated employment. Job Coaching services will include, but not be limited to: advocacy, task analysis, teaching appropriate work behaviors and interpersonal skills. The Job Coach will develop necessary job accommodations, and as structured intervention techniques to help the client learn to perform job tasks to the employer’s specifications and the skills necessary to be accepted and successful on the job, and maintain employment. The Job Coach will provide counseling as appropriate when needed, and provide support services deemed necessary by the Job Coach, client, and Vocational Counselor.

5.1.1.2 Job Monitoring: A GEST Job Coach will provide monitoring services on an on-going basis to ensure the client is performing job tasks to the employers satisfaction, to address any issues or problems that present themselves and to ensure success of the client by providing advocacy and other monitoring services as needed. The Job Coach will document the monitoring visits in the case notes, which will be provided to the VR Counselor on the monthly progress reports.

5.1.1.3 Finding a new job when necessary: A GEST Job Coach or Program Manager will assist the client in gaining a new job when necessary or requested by the client, by providing job site search services or job development services based on the clients individual needs or desire. After the new job opportunity has been identified the Job Coach or Program Manager will provide activities which will include arranging for an interview or job site visit; identify the employers performance criteria and arrange any employment related accommodations.

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5.1.1.4 Other related services to assist the individual to successfully maintain employment: Job retention services are important because of the direct relationship between employment and quality of life. A GEST Job Coach will provide on-going support services needed to support and maintain employment, based on the determination of the clients' needs as specified in the IPE (Individual Plan of Employment). These support services will be provided throughout the term of employment; the services will include monitoring at the work site, to assess employment stability and the coordination or provision of specific services or related interventions needed to maintain employment stability.

5.1.2 Provide a system of additional services to include:

5.1.2.1 Provision for consumer referral to other programs/services: The GEST department is one department within the Division of Health and Community Services with which it partners. The GEST program also partners with the One Stop Career service providers as well as VR, DDD, DES, Behavioral Health Svcs, and local Community Employers. The GEST department will communicate, network, and coordinate toward the delivery of quality services to our clients; we will identify and utilize local resources and programs and provide information and referrals to other programs and services which fit the clients needs.

5.1.2.2 Assisting consumers in assessing and identifying ongoing employment support needs and accessing resources necessary to meet those needs: A GEST Job Coach will work closely with the client in assessing and identifying ongoing employment support needs, and accessing resources to meet those needs. The Job Coach will always include and communicate with the client regarding the client's choice in identifying what supports are needed. If an employment support need is identified, the Job Coach will request a staffing with the RSA Counselor and client to discuss the identified need and plan for accessing the appropriate resource to provide that need.

5.1.2.3 Methods to evaluate an individual's performance and progress: The GEST Job Coach will prepare monthly progress reports and submit them with the monthly billing to the appropriate Counselor. Any other supporting documentation will be included with the monthly billing. Client progress will be recorded and provided monthly to the Counselor. The progress reports will address the progress or lack of progress toward the achievement of the outcomes of the overall goal of employment. A GEST Job Coach will network at a minimum on a monthly basis with the RSA Counselor, client and employer in order to evaluate progress and obtain feedback.

5.1.2.4 Other activities designed to foster communication and cooperation among team members: The team members will communicate on an on-going basis to foster communication and cooperation to ensure the client's success in obtaining their individual goal. The GEST Program Manager will provide a monthly forum where all vested parties and team members can discuss the client's progress, and any issues that

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need to be addressed. The Program Manager will conduct weekly Job Coach meetings to coordinate with the Direct Service staff and ascertain the need for additional meetings to include all team members. Linkages have been formed and will be maintained with Workforce Investment Program and REPAC Job Developers in or area. GEST staff will continue to network with a client's family, friends, counselors, co-workers and others who have a vested interest in the client's success.

5.1.3 Facilitate the development of natural support at the work site: A GEST Job Coach or Program Manager will assist with the development of a natural support system on and off the work site, that reinforces the clients sense of belonging to the workforce. The Job Coach will determine and implement strategies appropriate to the clients needs; from basic on site work skills development to off site counseling to assist in relating to coworkers, and supervisors. The Job Coach will network and communicate with the client's family, friends and co-workers to supplement employment supports. Examples of supports that will be provided are: co-worker as trainer, mentor; supervisor providing job duty checklist, prompting and monitoring as necessary; transportation needs through family, co-workers; job site development through family, friends, neighbors; recreation and social integration through co-worker "buddy" at company sponsored activities and after work activities.

5.1.4 Resolve training/work issues. A GEST Job Coach will work closely with the client at the work site to ensure they understand the work tasks that they are expected to perform, and the behaviors appropriate to the work setting. The Job Coach will work closely with the client and employer to ensure the client understands what the employer expects of him/her and to provide supportive intervention or mediation as necessary. The Job Coach will communicate with the employer and co-workers on a regular basis to prevent and/or resolve any training or work related issues.

5.1.5 Evaluate the effectiveness of the services provided: Through regular contacts the Job Coach will provide on-going monitoring and assessment which will be recorded on the monthly progress reports and in case notes to determine the effectiveness of the entire "package" of extended supported employment services provided. Through continuous evaluation by collecting, recording and reporting of data the effectiveness of the services delivered will be evident and any modifications of the job site deemed necessary will be made. The Job Coach will have regular contacts with the client, employer, and parents or guardians to ensure the client's service needs are met.

5.1.6 Evaluate the potential for progressive move to competitive employment without supports and make referral to RSA Counselor to develop appropriate plans and strategies when appropriate. GEST staff will meet as deemed appropriate, with the RSA Counselor to facilitate discussion regarding a client's possible potential for a progressive move to competitive employment. Staff will closely monitor the client's progress to evaluate the progress and the possibility of making a progressive move. Staff will request a staffing with the RSA Counselor if they feel that move would be

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appropriate. If GEST staff, RSA Counselor, and the client are in agreement and the client has expressed the desire to find a job, staff will request a staffing with the Counselor and client to formulate a plan and strategies to evaluate the client's skills level and ascertain the need for any additional training to achieve their goal, and to provide appropriate services to assist the client in finding, securing and maintaining employment.

5.1.7 Provide written and financial reports as required in Section 6, REPORTING AND BILLING REQUIREMENTS: At the end of each month, administrative staff shall prepare and submit an RSA billing form to the referring RSA Counselor accompanied by all supporting documentation to support billing information. Client progress will be recorded and provided to the RSA Counselor monthly. The billing forms are included with the monthly billing to the RSA Counselor. An update will be provided quarterly, or as requested by the RSA Counselor

5.1.8 Schedule and conduct annual meetings to discuss progress and rehabilitation needs within thirty days of each consumer's annual ESE anniversary date: GEST administrative staff will schedule and facilitate regular meetings within thirty days of a client's annual ESE anniversary date to discuss the client's progress and any rehabilitation needs. A discussion will be facilitated with the RSA Counselor, Client, GEST staff and other vested parties to ascertain what, if any other needs of the client needs to be addressed and the actions to be taken to provide for those needs.

5.2 Service Objective 2: To expand integration and increase wages for consumers served:

Service Tasks: The contractor shall perform the following tasks as necessary to achieve this service objective:

5.2.1 At least annually, evaluate the individual's potential for progressive moves to jobs which are more integrated, increase the individual's income, or to competitive non-supported work settings: The client's potential for a progressive move to a more integrated job, an increase in their income, or move to competitive non-supported work setting will be discussed, at a minimum, annually. GEST administrative staff will request a staffing where the clients progress and skills improvement or addition in task completion will be evaluated. The evaluation will include discussion regarding the possibility of an increase in the client's income or a move to a non-supported work setting. If it is deemed appropriate, the Job Coach, GEST Program Manager, and RSA Counselor will formulate a plan to make a progressive move.

5.2.1.1. Identify the average number of paid work hours in a month for consumers receiving this service and describe how that average can be improved over a period of time: During meetings between the Job Coach and Program Manager the data recorded by the Job Coach on progress reports will be reviewed, and the client's number of paid work hours in a month will be identified, and a discussion will be facilitated

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regarding ideas on how the number of paid work hours can be increased. The Job Coach will communicate and coordinate with the employer on a regular basis and record the clients improved skill level and task completion and the possibility of adding additional tasks or determine what needs to be done to provide the client the opportunity to achieve an increase in the number of hours the client may work

5.2.1.2 Identify the average hourly wage of consumers receiving this service, and describe how that average can be improved over a period of time. Through meetings stated in 5.2.1.1. above, the average hourly wage of the client will also be discussed and through those same strategies and techniques the Job Coach will communicate with the employer and facilitate discussion on the possibility of increasing the client's average wage or determine what needs to be done to provide the client the opportunity to achieve an increase in hourly wage.

5.2.1.3 Identify the current level of supervision and how that level of supervision can be decreased: A GEST Job Coach will work along side the client at the work site for a pre-determined length of time utilizing various strategies and techniques to assist the client and ensure the client is able to perform the job tasks with fewer cues or supports until the client becomes less dependent on the Job Coach for supports. The Job Coach will always communicate with the client and his/her immediate supervisor regarding the level of supervision needed and how that level can be decreased and the length of time needed to reach a decreased level of supervision.

5.2.2 Identify and place the individual in a more integrated and/or higher paying job when ready. If the client shows through job performance and behavior, that they are job ready, the Job Coach will provide Job Search or Job Development services with authorization from the RSA Counselor, in the effort to place the client in a more integrated or higher paying job. If appropriate and the Job Coach can locate a cooperating employer, On The Job Training will be suggested to the employer, and if the employer is in agreement, and the RSA Counselor deems it appropriate, the Job Coach will work with the Employer and along side the client to provide training in job performance and other work related services to ensure the employment success of the client in a more integrated and/or higher paying job.

5.2.3 Refer the individual to a competitive non-supported job directly or refer the individual back to the VR program to help the individual find and be successful in a non-supported job: If the client is job ready and has expressed the desire to be placed in a competitive non-supported job, the Job Coach will work with the client to ensure that the client is ready to assume the demands and responsibility which come with the job. If the client shows that they are not ready for a move to a non-supported job, the Job Coach will refer the client back to the VR program to assist the client find and be successful in a non-supported job.

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**** If awarded the contract to provide services, the timeframe for the delivery of services and all tasks attached to the service objectives will be within the term of the contract and in accordance with the uniform terms and conditions.**

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CULTURAL DIVERSITY

Gila County Division of Health and Community Services, GEST Department provides services to a vast culturally diverse population with equally diverse disabilities. All individuals will have equal access to the variety of services regardless of disability, language, culture and demographic or geographic location. GEST accommodates for the non-English and monolingual population and provides interpreters for the hearing impaired. GEST provides "family focused" service with consideration to cultural diversity and beliefs.

The GEST department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. GEST recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their disability. Bilingual staff is available to assist the non-English and monolingual population. GEST clients are composed of clients who are referred through client choice through a contract with ADES/Vocational Rehabilitation Services, and clients who are referred through a contract with the ADES/Division of Developmental Disabilities

Office are available to provide services in Globe and Payson to serve all individuals throughout Gila County. All GEST staff are fully trained in all aspects of service delivery, they have an excellent understanding of the special needs of persons with disabilities and other barriers, and an understanding of client rights, principals of normalization and they have the ability to relate well to all persons with disabilities. GEST staff are certified in CPR, First Aid, and Crisis Intervention, and they all possess Fingerprint Clearance as required. GEST staff is comprised of staff who have tenure with the program, at least 5 years experience in providing services, and they continually strive to expand their knowledge in the effort to ensure quality services. GEST staff are: The GEST Program Manager, Two Job Coaches, and a Mobile Crew Coordinator in the Globe area, and one Area Coordinator/Job Coach in the Payson area.

*GEST is currently in the process of recruiting a "One Stop Disability Specialist" who will provide intensive one-on-one goal focused services to our clients.

**PRICE SHEET
EXTENDED SUPPORTED EMPLOYMENT
SHELTERED EMPLOYMENT**

BEST AND FINAL OFFER

E-RSA 04045

County or Geographical Area: Gila County

Service(s)	Unit	Rate
Extended Supported Employment		
Individual	Contact Day	\$ 20.00
Group	Attendance Day	\$ 20.00
Sheltered Employment		
Sheltered Employment	Attendance Day	\$.

Offerors should review the BILLING AND REPORTING REQUIREMENTS located in the SCOPE OF WORK section of the solicitation prior to deriving a rate for this service. Offerors should propose their most cost efficient rate. Offerors may be asked to submit documentation to support their proposed rates.

The Contractor agrees that the prices stated in the original contract for the initial period shall not be increased in excess of the amount documented in this Price Sheet. Either party may request pricing adjustments one hundred eighty (180) days prior to the expiration date of the contract. The requested pricing adjustments shall be a factor in the decision on whether to renew the contract. Any approved price adjustment shall become effective on the first day of the contract renewal period.

STANDARDS FOR PROVIDERS OF SERVICES

Providers of vocational rehabilitation services must adhere to the following requirements in accordance with Sections 12(e)(2)(B), (D) and (E) and 101(a)(6)(B) of the Rehabilitation Act; 29 U.S.C. 721(a)(6)(B), and 34 CFR 361.51 and 361.12.

A) Accessibility of Facilities

Any facility in which vocational rehabilitation services are provided must be accessible to individuals receiving services and must comply with the requirements of the Architectural Barriers Act of 1968 (42 USC §4151, et. al.), the Uniform Federal Accessibility Standards (36 CFR 1190) and their implement regulations in 41 CFR part 101, subpart 101-19.6; the Americans with Disabilities Act of 1990 (42 USC § 12131, et. al.); and section 504 of the Rehabilitation Act (42 USC § 12204).

B) Personnel Standards

Qualified Personnel. Providers of vocational rehabilitation services shall use qualified personnel, in accordance with any applicable national or State-approved or State-recognized certification, licensing, or registration requirements, or, in the absence of these requirements, other comparable requirements (including State personnel requirements), that apply to the profession or discipline in which that category of personnel is providing vocational rehabilitation services.

Affirmative Action. Providers of vocational rehabilitation services shall take affirmative action to employ and advance in employment qualified individuals with disabilities.

Special Communication Needs Personnel. Providers of vocational rehabilitation services shall—

- 1) Include among their personnel, or obtain the services of, individuals able to communicate in the native languages of applicants and eligible individuals who have limited English speaking ability; and
- 2) Ensure that appropriate modes of communication for all applicants and eligible individuals are used.

C) Fraud, Waste and Abuse

Providers of vocational rehabilitation services shall have adequate and appropriate policies and procedures to prevent fraud, waste and abuse.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
PROGRESS REPORT
(Individual Services)

MONTH/YEAR

NOTE: This report must accompany any claim for payment of training or RSA funded employment supports.

TRAINEE/EMPLOYEE'S NAME (Last, First, M.I.)		VR COUNSELOR'S NAME	CASE MANAGER'S NAME
CHANGE IN ADDRESS OR PHONE NO. (List new address or phone no.)		TYPE OF SERVICE RENDERED	NO. OF JOB COACH VISITS FOR THE MO.

REASON(S) FOR ABSENCE(S)

EMPLOYER'S NAME	TRAINING SITE/LOCATION
ADDRESS (NO., Street, City, State, ZIP)	PHONE NO.
SUPERVISOR/CONTACT PERSON'S NAME	BENEFITS
TRAINEE'S EMPLOYMENT GOAL (e.g., competitive w/o supports, competitive w/ supports)	HIRE DATE

AVERAGE HOURS WORKED PER WEEK DURING MONTH

IS THE CLIENT EARNING MINIMUM WAGE OR HIGHER?

Yes How much? _____

No Please explain:

1. WORK-RELATED ISSUES LISTED ON LAST MONTH'S REPORT (e.g., punctuality, attention to task, etc.)

2. PROGRESS MADE ON LISTED OBJECTIVES (e.g., ISPP, IPP, IWRP, etc.) IF NO PROGRESS, LIST PLAN OF ACTION

3. CLIENT PERFORMANCE AND PROGRESS (e.g., increased work hours, pay raise, promotion, etc.)

4. LIST RELEVANT ISSUES AFFECTING EMPLOYMENT (e.g., transportation, hospitalization, family problems, attendance, etc.)

5. LIST THE ISSUES TO BE WORKED ON DURING THE NEXT MONTH (Is a staffing needed/scheduled?)

INSTRUCTIONS FOR COMPLETING THE VR-009A-AFF PROGRESS REPORT

INDIVIDUAL SERVICES

MONTH/YEAR: Enter the month and year during which the client received Individual services. The month/year shown in this box should coincide with the billing information on the VR-206-A-AFF Contractor Billing form for the same month/year.

TRAINEE/EMPLOYEE'S NAME (Last, First, MI): Enter the name of the individual who received Individual services during the reporting month. As it pertains to this form (VR-009-A-AFF), a "trainee" refers to a RSA client receiving services in an individual work setting (i.e., Work Adjustment-Individual or Supported Employment-Individual). An "employee" refers to a RSA client receiving an Employment Support Services (ESS) service in an individual work setting (i.e., Extended Supported Employment-Individual).

VR COUNSELOR'S NAME: Enter the name of the RSA Counselor who authorized the Individual service for the reporting month.

CASE MANAGER'S NAME: Enter the name of another primary contract person who is involved in monitoring the progress of this individual (other than Contractor staff or the client's family/guardian). For example, the name of the case manager from the Division of Developmental Disabilities or a Regional Behavioral Health Authority agency/network, or the school liaison person.

CHANGE IN ADDRESS OF PHONE NO. (List new address or phone number): If the client's address and/or phone number changed during the reporting month, please identify the new information.

TYPE OF SERVICES RENDERED: Enter the name of the service (authorized by the RSA Counselor) that was received by the trainee/employee during the reporting month. For this form, the service(s) entered should be one or more of the following: For trainees, Work Adjustment - Individual or Supported Employment - Individual. For employees, Extended Supported Employment - Individual. Note: The type of service rendered, reported and billed for must match the service authorized by the RSA Counselor.

NO. OF JOB COACH VISITS FOR THE MO.: Enter the total number of job coach visits for the month, including phone calls that were initiated by the employer specific to this client. If more than one visit was made in a day, only count the visit as "1" contact.

REASON(S) FOR ABSENCES: Completion of this field is optional. If known, enter the reasons for any missed days of training or employment during the month. **Note: Absence days are not billable for individuals/contact day services.**

EMPLOYER'S NAME: Enter the name of the business or agency that paid the client wages during the reporting month while in training or employment.

TRAINING SITE/LOCATION: Enter the name of the business and general location where the training or employment took place during the reporting month. Examples: Smitty's - Cactus & 43rd Ave.; Marriott Westcourt-Metro Center.

ADDRESS (No., Street, City, State, Zip): Enter the address of the business or agency that paid the client wages during the reporting month.

PHONE NO.: Enter the phone number of the employer (i.e. the agency that paid the client wages during the reporting month).

SUPERVISOR/CONTACT PERSON'S NAME: Enter the name of the person who supervised the work performed during the reporting period.

BENEFITS: Enter the type of benefits the employer offers which accrue to the client during training/employment, e.g. medical coverage, retirement, sick/vacation time, etc. If benefits were described on the previous month's Progress Report, and no change has occurred, enter "Same as prior month." If a change has occurred, please describe.

TRAINEE'S EMPLOYMENT GOAL (e.g., Competitive w/o supports, competitive with supports): Select "competitive employment without supports" if the client is receiving Work Adjustment-Individual and if no long-term supports are needed to assure that the client maintains employment. Chose "competitive employment with supports" if the client is receiving Supported Employment - Individual or Extended Supported Employment services.

HIRE DATE: Date client was hired by current employer in current position.

AVERAGE HOURS WORKED PER WEEK DURING MONTH: If this information is known to the Job Coach, enter the average number of hours per week the client worked (in an individual setting) during the reporting month. If not known, enter "unknown."

IS THE CLIENT EARNING MINIMUM WAGE OR HIGHER? Enter an X in the YES box if the client earned a wage during the reporting month at or above the minimum and enter the amount per hour. If not, enter an X in the NO box and give a brief explanation of why the wage is not at or above minimum wage.

1. **WORK-RELATED ISSUES LISTED ON LAST MONTH'S REPORT** (e.g., punctuality, attention to task, etc.). List the issues that you wrote in #4 on last month's progress report for this client.
2. **PROGRESS MADE ON LISTED OBJECTIVES** (e.g. ISPP, IEP, IWRP, etc.). **IF NO PROGRESS, LIST PLAN OR ACTION.** Describe what progress has been made since last month on any objectives that were part of a VR IWRP or an ESS plan. Please use measurable terms and statements. For example, the plan objective might be "95% work production for 3 consecutive months." Use measurable terms and statements to describe how/why the objective was/wasn't met.
3. **CLIENT PERFORMANCE AND PROGRESS** (e.g. increased work hours, pay raise, promotion, etc.). Please describe the client's performance/progress in measurable terms, such as "her promotion resulted in a .25 cent per hour wage increase" or "he received a bonus of \$x.xx this month as a result of....(describe)..."
4. **LIST RELEVANT ISSUES AFFECTING EMPLOYMENT** (e.g. transportation, hospitalization, family problems, attendance, etc.): List issues that came up during the month that affected training or employment, such as tardiness, lay-off, shortage of work, medical leave, etc.
5. **LIST THE ISSUES TO BE WORKED ON DURING THE NEXT MONTH** (Is a staffing needed/scheduled?): This list may be related to issues or the planned objectives and how they will be resolved or improved.

TRAINEE/EMPLOYEE'S NAME (Last, First, MI): Enter the name of the individual who received Individual services during the reporting month.

MONTH/YEAR: Enter the month and year during which the client received Individual services. The month/year shown in this box should be the same as that shown on the reverse side of this form and should coincide with the billing information on the VR-206A Contractor Billing form for the same month/year.

6. **WAS THE CONTRACTOR AUTHORIZED TO SEARCH FOR AN INDIVIDUAL PLACEMENT SETTING DURING THE MONTH FOR THIS CLIENT?** Do not complete this section. The job site search is not performed as a task under ERP/SE Individual.
7. **JOB COACH CONTACTS:** This section is used to document contact days for clients receiving Work Adjustment-Individual, Supported Employment-Individual and/or Extended Supported Employment-Individual services. Record the actual amount of time that was spent with the client during the contact, e.g. 1 hour, 20 minutes, 1.5 hours, etc.
 - (1) The Job Coach enters his/her initials and amount of time spent with the client or the employer (on behalf of the client) on each day that contact occurred. In the TOTAL box on the chart, enter the TOTAL number of billable CONTACT DAYS made by the Job Coach during the month for this service. Below the chart, the Job Coach must enter a brief written summary of the activities that occurred to support the contact(s) billed.

TRAINING AGENCY'S NAME: Your agency name (RSA Contractor).

ADDRESS: The address of the RSA Contractor (your agency's mailing address).

JOB COACH'S SIGNATURE & DATE: The person in your agency who spent the most time engaged in providing job coach services to the client at the individual work/training site during the billing/reporting month should sign this form.

TRAINING AGENCY REPRESENTATIVE'S SIGNATURE & DATE: The person in your agency who normally supervises the Job Coach (or others who was primarily responsible for the provision of individual services) during the billing/reporting month must sign and date this form.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

PROGRESS REPORT
(Group Services)

MONTH/YEAR

NOTE: This report must accompany any claim for payment of training or RSA funded employment supports.

TRAINEE/EMPLOYEE'S NAME (Last, First, M.I.)	VR COUNSELOR'S NAME	CASE MANAGER'S NAME
CHANGE IN ADDRESS OR PHONE NO. (List new address or phone no.)		NO. OF UNITS OF SERVICE RENDERED THIS MONTH
TYPE OF SERVICE RENDERED		NO. OF UNITS SCHEDULED TO ATTEND THIS MONTH
NO. OF HALF OR FULL DAYS ABSENT THIS MONTH	NO. OF HALF OR FULL DAYS ABSENT YEAR TO DATE (July 1 to present)	
REASON(S) FOR ABSENCE (Describe below) <input type="checkbox"/> Medical <input type="checkbox"/> Non-medical		

TRAINEE'S EMPLOYMENT GOAL (e.g., type of job, part or full time, and whether on-going supports are needed)	NAME OF CURRENT WORKSITE LOCATION
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1. WORK-RELATED ISSUES LISTED ON LAST MONTH'S REPORT (i.e., results of last month's plan of action as indicated on item 7)

2. PROGRESS MADE ON LISTED OBJECTIVES. (These may be objectives listed on ISP, IPP, IWRP, etc., e.g., % production, absence frequency, tardys, etc.)
IF NO PROGRESS, LIST PLAN OF ACTION.

3. LIST TYPE OF WORK THE TRAINEE/EMPLOYEE IS DOING (List percent of productivity for each type of assignment)

4. TOTAL PAID HOURS WORKED THIS MONTH	TOTAL GROSS WAGES EARNED THIS MONTH	AVERAGE HOURLY WAGE THIS MONTH (Divide gross total wages earned by total paid hours worked)
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5. FOR THE TIME THE CLIENT WAS NOT PARTICIPATING IN PAID WORK, WHAT KIND OF WORK RELATED ACTIVITIES WAS THE CLIENT INVOLVED IN DURING BILLED HOURS OF RECEIVED SERVICE?

6. IS TRAINEE/EMPLOYEE READY FOR PROGRESSIVE MOVEMENT (e.g., supported employment, individual worksite, competitive employment) IF YES, SPECIFY; IF NO, LIST BARRIERS OR PROBLEMS

Yes No

PLEASE COMPLETE REVERSE SIDE AND SIGN

**INSTRUCTIONS FOR COMPLETING THE VR-009-FF PROGRESS REPORT
GROUP SERVICES**

MONTH/YEAR: Enter the month and year during which the client received GROUP services. The month/year shown in this box should coincide with the billing information on the VR-206-A-FF Contractor Billing form for the same month/year.

TRAINEE/EMPLOYEE'S NAME (Last, First, MI): Enter the name of the individual who received group (attendance day) services during the reporting month. As it pertains to this form (VR-009-FF), a "trainee" refers to a RSA client receiving an Employment Related Service in a group setting (i.e., Work Adjustment Training and/or Supported Employment). An "employee" refers to a RSA client receiving an Employment Support service (ESS) in a group setting (i.e. Sheltered Employment; and/or Extended Supported Employment).

VR COUNSELOR'S NAME: Enter the name of the RSA Counselor who authorized the group/attendance day service for the reporting month.

CASE MANAGER'S NAME: Enter the name of another primary contact person who is involved in monitoring the progress of this individual (other than Contractor staff or the client's family/guardian). For example, the name of the case manager from the Division of Developmental Disabilities or a Regional Behavioral Health Authority agency/network, or the school liaison person.

CHANGE IN ADDRESS OF PHONE NO. (List new address or phone number): If the client's address and/or phone number changed during the reporting month, please identify the new information.

TYPE OF SERVICES RENDERED: Enter the name of the service (authorized by the RSA Counselor) that was received by the trainee/employee during the reporting month. For this form, the service(s) entered should be one or more of the following: For trainees, Work Adjustment Training - Group or Supported Employment-Group. For employees, Sheltered Employment or Extended Supported Employment - Group. Note: The type of service rendered, reported and billed for must match the service authorized by the RSA Counselor.

NO. OF UNITS OF SERVICE RECEIVED THIS MONTH: When a client receives group services, the Contractor must apply the definition of a half-day or full-day to the number of hours the client received services each day. At the end of the month, the billable half-days and full-days are totaled. The number of units entered in this field should match the total number of days billed for group services on the VR-206-A-FF Contractor Billing form for the same billing/reporting month.

NO. OF UNITS SCHEDULED TO ATTEND THIS MONTH: Enter the number of half-days and/or full-days the client was expected to be in a group setting for training or work during the billing/reporting month.

NO. OF HALF OR FULL DAYS ABSENT THIS MONTH: The figure reported in this field on the Progress Report should represent the number of half days and/or full days during which the client was scheduled for training/work but was unable to attend/receive services at any time during the day (regardless of the reason). The number of absences incurred during the month and reported in this field should be equal to or greater than what is being reported on the VR-206A Contractor Billing form (based on RSA's Absence Policy).

NO. OF HALF OR FULL DAYS ABSENT YEAR TO DATE (July 1 to present end of month): Enter the year-to-date cumulative number of half or full days during which the client was scheduled for training/work but was unable to attend (regardless of the reason).

REASON FOR ABSENCE (Describe below): Medical Non-Medical. Completion of this section is optional. Check either or both boxes if the client was unable/did not receive services during the month due to medical or non-medical reasons. Enter a short description of the why the client was not at the training/work site.

TRAINEE'S EMPLOYMENT GOAL (e.g. type of job, full time or half time, and whether ongoing supports will be needed): Enter "sheltered employment" if the agreed upon goal is a self-contained work environment. Enter "competitive employment with supports" if the client is receiving Supported Employment or Extended Supported Employment and the provider/counselor/client agree that supports are necessary to maintain employment. Enter "competitive employment without supports" if it is agreed that the client can work competitively without long-term supports.

NAME OF CURRENT WORKSITE LOCATION: Enter the name of the business and general location where the training or employment took place during the reporting month. Examples: Smitty's – Cactus & 43rd Ave; Marriott Westcourt-Metro Center.

1. **WORK-RELATED ISSUES LISTED ON LAST MONTH'S REPORT** (e.g. results of last month's plan of action as indicated in item 7): Please review the work-related issues (NEEDS AREAS) that were reported last month in item 7 and summarize those issues in this section.
2. **PROGRESS MADE ON LISTED OBJECTIVES** (These may be objectives listed on the ISPP, IEP, IWRP, etc., e.g., % production, absence frequency, tardys, etc.): Please use statements which provide measures, benchmarks, percentages, numbers or quality descriptors.
3. **LIST TYPE OF WORK THE TRAINEE/EMPLOYEE IS DOING** (List percent of productivity for each type of assignment): Please use statements which provide measures, benchmarks, percentages, numbers or quality descriptors.
4. **TOTAL PAID HOURS WORKED THIS MONTH:** Enter the total number of hours for which the client received/was paid a wage during the month.

TOTAL GROSS WAGES EARNED THIS MONTH: Enter the total amount the client earned during the month prior to any deductions.

AVERAGE HOURLY WAGE THIS MONTH: To obtain the average, divide the amount reported in the TOTAL GROSS WAGES EARNED THIS MONTH field by the TOTAL PAID HOURS WORKED THIS MONTH entry.

5. **FOR THE TIME THE CLIENT WAS NOT PARTICIPATING IN PAID WORK, WHAT KIND OF WORK RELATED ACTIVITIES WAS THE CLIENT INVOLVED IN DURING BILLED HOURS OF RECEIVED SERVICES:** If you agency billed RSA for ERS/SE services during the month, but the client was not receiving a wage for some of that time, please describe why no wage was earned. For example: The client did not receive an hourly wage while being transported by the job coach to and from the landscape work site (approx. 2 hours each day).
6. **IS THE TRAINEE/EMPLOYEE READY FOR PROGRESSIVE MOVEMENT** (e.g. supported employment, individual work-site, competitive employment) IF YES, SPECIFY; IF NO, LIST BARRIERS OR PROBLEMS: Provide a short statement concerning the client's ability to improve his/her wage or career opportunities.
7. **NEEDS AREAS, IMPACT ON WORK PERFORMANCE & PLAN OF ACTION:** Provide short statements in each column to indicate areas in which the client needs to improve (e.g. proper socialization skills, hygiene, attitude toward work, specific job skills, etc.), how that need impacts their work performance (e.g. shyness and fear of failure is limiting his/her ability to ask for more work), and what can be done to assist the client in overcoming the problem (e.g. he/she is scheduled to attend a class next month on proper work attire, attitude and/or behaviors).
8. **COMMENTS:** Use this space to address other issues that need to be raised to the Counselor (e.g. the need for a staffing on the client, the need for a new authorization letter if the client is expected to make a progressive move in the near future, etc.).

TRAINING AGENCY'S NAME: The name of the RSA Contractor (your agency name).

ADDRESS: The address of the RSA Contractor (your agency's mailing address).

TRAINING AGENCY REPRESENTATIVE'S SIGNATURE & DATE: Enter the name of the person in your agency who was primarily responsible for the supervision of ERS/SE group services during the billing/reporting month.

TRAINING AGENCY REPRESENTATIVE TITLE: The person in your agency who normally supervises the Job Coach (or others who was primarily responsible for the provision of individual services) during the billing/reporting month must sign and date this form.

RSA QUARTERLY CONTRACT REPORT

CONTRACTOR NAME: _____ **CONTRACT NUMBER:** _____

FOR THE QUARTER: _____ **THROUGH** _____

RSA CONTRACT RELATED ACCOMPLISHMENTS: (i.e., Is there anything new or different about your contracted service program this quarter? Have you developed new supported and/or competitive placement sites for clients?)

HOW MANY RSA CLIENTS DID YOU SERVE THIS QUARTER: _____

WERE WORK INCENTIVES USED TO OFFSET THE COST OF THE SERVICE?

(If yes, please list the RSA client names below, the amount paid by the client or his/her representative to your agency during the quarter, the percent of the total ESS cost offset by the Work Incentive funds, and the type of Work Incentive used, i.e., PASS, IRWE).

CLIENT NAME	AMOUNT PAID	% OF TOTAL	TYPE OF INCENTIVE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SERVICE PROGRAM PROBLEMS: (i.e., Decrease or no referrals for RSA, reduction in subcontract work available, loss of placement site, staff turnover, etc.):

WHAT ACTIONS ARE YOU TAKING TO RESOLVE THESE PROBLEMS:

RSA CLIENT NEEDS/CONCERNS: (i.e., What problems, if any, are RSA clients experiencing that RSA Counselors could address?):

REPORT PREPARED BY **SIGNATURE OF PREPARER**

DATE: _____

Submit ORIGINAL report to your RSA District Program Manager and a COPY to the RSA Central Office, 1789 West Jefferson, 2nd Floor, Phoenix, Arizona, 85007, Attn.: Contracts Unit, within 15 calendar days following the end of each quarter.



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Neal Young
Director

September 28, 2010

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA EMPLOYMENT AND SPECIAL TRAINING
5515 S Apache St, Ste 200
Globe, AZ 85501

RE: Contract E5345511

Dear Mr. Caddell,

Enclosed are two (2) copies of amendment 9 to your contract E5345511 with the Arizona Department of Economic Security, Rehabilitation Services Administration.

Please complete and have the RIGHT SIDE of the amendment form signed and dated, agreeing to the terms, then return both copies to arrive before close of business on December 17, 2010 to:

DES/RSA Contracts Unit
PO Box 6123 Site Code 930A

We thank you for your prompt attention to this. Because of the amount of time now involved in processing contract amendments, it is critical that we receive your signed amendments by the date indicated.

Thank you for your continued assistance in providing this service to RSA clients. If you have any questions, please call Benjamin White at (602) 364-0842.

Sincerely

Vanja Pasalic, Contracts Unit Manager

Service Summary: Extended Supported Employment

cc: contract file



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Secure Arizona

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) GILA EMPLOYMENT AND SPECIAL TRAINING 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER E5345511 3. AMENDMENT NUMBER 9
--	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Contract Extension clause of the Department of Economic Security Special Terms and Conditions, the above referenced contract is extended for the period of January 01, 2011 through April 30, 2011.

The rates are not adjusted for the extension period and shall remain the same as for the period of July 01, 2010 through December 31, 2010.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.	
In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.	
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.	
7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL	8. NAME OF CONTRACTOR GILA EMPLOYMENT AND SPECIAL TRAINING SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME Cathie G. Rodman	TYPED NAME Michael A. Pastor
TITLE Direct Client-Based Services Unit Manager	TITLE Chairman, Gila County Board of Supervisors
DATE	DATE

Approved as to Form: Gila County Attourney Bi-lateral Amendment Revised: 4/1/09

Regular BOS Meeting

Date: 10/26/2010

Submitted By: Diana Russell, Health & Community Services Division

Department: Health & Community Services Division

Division: Community Services Department

Fiscal Year: FY2010 Budgeted?: Yes

Contract Dates - Begin & End: June 1, 2009 - May 31, 2014

Grant?: Yes

Matching Requirement?: No Fund?: Replacement

Presenter's Name:

Information

Request/Subject

Lease Termination with William G. Lewis Trust

Background Information

On May 13, 2009, the Board of Supervisors approved a five-year lease between William G. Lewis Trust and Gila County Health and Community Services Division, REPAC (Re-employment and Pre-layoff Assistance Center) Program, to lease office space at 8128 E. Hwy. 69, Suite 203, Prescott Valley, AZ for operations of the WIA (Workforce Investment Act) Dislocated Worker Services.

Evaluation

Due to some internal organizational changes, these services will now be provided out of the Gila County Central Heights Office; therefore, this office space is no longer needed.

Conclusion

The lease contract requires us to give 90 days notice prior to termination. By giving notice now our lease will be terminated effective January 31, 2011. It is in the County's best interest to terminate this lease in order to consolidate operations.

Recommendation

The REPAC Program recommends the submission of a letter to William G. Lewis Trust to terminate this lease agreement effective January 31, 2011.

Suggested Motion

Approval to submit a letter from the Gila County Health and Community Services REPAC Program to William G. Lewis Trust providing written notification to terminate the lease agreement effective January 31, 2011.

Attachments

Link: Wm. G. Lewis Trust Lease Agreement

Link: Wm. G. Lewis Trust Lease Termination Ltr

LEASE

**Lessor: William G Lewis Trust
10528 Quail Canyon Road
El Cajon, California 92021-2241**

**Lessee: Gila County
5515 South Apache Ave. Ste. 200
Globe, AZ. 85501**

THIS LEASE prepared this 13th day of March 2009 by and between WILLIAM G. LEWIS TRUST, hereafter called LESSOR and the GILA COUNTY a political subdivision of the State of Arizona, or its successors, hereinafter called LESSEE.

Witnesseth

LESSOR hereby leases and LESSEE hereby leases from LESSOR those premises (hereinafter called "premises") consisting of:

Approximately 1140 square feet of office space, including Lessee's portion of all common area, located at 8128 E. Highway 69, Prescott Valley, Arizona 86314.

01. TERM:

The term of this lease is for FIVE (5) years (or until sooner terminated as herein provided) commencing on June 1, 2009 and expiring May 31, 2014.

In the event of the inability of Lessor to deliver possession of the premise at the commencement of the lease term, Lessee shall not be liable for any rent until such time as Lessor delivers possession of the premise to the Lessee. Rental shall begin on the date, which Lessee takes possession of the premise. If the Lessee takes possession on other than the first day of a calendar month, rental for the remainder of that month shall be paid by Lessee on a pro rata basis.

02. RENT:

Lessee agrees to pay, upon receipt of monthly invoice from Lessor, as base rental, at such a place as may be designated from time to time by Lessor, the sum of **TWO THOUSAND EIGHTY THREE DOLLARS AND SEVENTY NINE CENTS (\$2,083.79) PER MONTH, WHICH INCLUDES ALL APPLICABLE RENTAL OCCUPANCY TAXES PURSUANT TO** Arizona Revised statutes, Section 42-5401 et seq.

If the Lessee take possession on other than the first day of the calendar month, rental for the remainder of that month shall be paid by Lessee on a pro rata basis.

On the anniversary date of the commencement of this lease, the monthly rental amount shall increase, from the previous year(s) monthly rent, by an amount equal to three (3%).

03. TERMINATION:

In the event the County purchases, constructs or leases a structure to provide additional County office facilities and/or Lessee is directed by the County Administration to move into such facility during the term or renewal of this lease, Lessee may terminate this lease upon 90 days' prior written notice to Lessor. In the event Lessee will be responsible for all obligations to Lessor incurred prior to the termination date specified in the notice. In the event no funds or insufficient funds are available to Lessee for any payment that may be due under this lease for any portion of the term or renewal of this lease following the initial fiscal year, Lessee will be without further obligation under this lease and will remove its personnel and property from the Premise by the end of the period for which funds are available. Lessee will advise Lessor at any time it appears that may be insufficient funds available to fully pay its lease payments.

04. REPAIRS:

Lessor shall promptly make all repairs and replacements to the premises, including all common areas and parking areas which in addition should include, but not be limited to, all structural systems, roofs, lighting fixture ballasts, light bulbs and tubes, exterior and interior walls, heating, plumbing, air conditioning, ventilation system filters, doors, windows, corridors and surrounding grounds. Lessor shall not be responsible for damage caused by the negligence of Lessee, its employees or clients.

Lessor represents and warrants that all building systems and telecommunications equipment provided by Lessor is and will be Year 2000 compliant. Lessor further acknowledges that the defense of force majeure shall not apply to a failure to perform all specifications requirements as a result of any data-related data Year 2000 or subsequent year issues.

05. UTILITIES:

Lessor agrees to furnish and pay for, at no cost to Lessee during the term hereof, water, gas, electricity, sewer, waste removal and pest control services consumed on said premises occupied by the said Lessee, except for telephone and television cable services. However, Lessor shall not be liable to Lessee for any stoppage or interruption of such services and utilities, which is caused by causes beyond control of the Lessor.

06. JANITORIAL:

Lessor agrees to provide and pay for weekly janitorial services, including all supplies and material and shall be done at such time as to not interfere with normal business operations.

07. IMPROVEMENTS AND ALTERATIONS:

Lessee shall not make any alterations, additions or improvements without the prior written consent of Lessor. Any such alterations, additions or improvements (except moveable furniture and trade fixtures) shall at once become a part of the realty and belong to Lessor. The same shall be made by Lessee at Lessee's sole cost and expense.

08. OFFSET

In the event the Lessor fails to maintain the premises in a clean, orderly and safe condition, or fails to provide repairs, maintenance or services as required in Paragraph four (4), as required by this lease, then the Lessee may make written demand upon the Lessor to provide such maintenance or service. If the maintenance, service, or utility services are not provided within ten (10) days after written demand has been mailed to the Lessor by the Lessee, then the Lessee may obtain the same and deduct the cost thereof from any rental payment which becomes due after such repairs, service or maintenance has been so obtained.

09. USE OF PREMISES

The premises described above are leased to Lessee for the sole purpose of providing the services of NORTHERN ARIZONA RE-EMPLOYMENT AND PRE-LAYOFF ASSISTANCE CENTER (REPAC). Lessee agrees to comply with all applicable laws, ordinances, regulations and building codes, now or hereafter in force in connection with its use of the leased premises. Lessee shall not commit or suffer the commission of any waste, overload any floor of the premises beyond the load limit established by Lessor or knowingly permit any explosives to enter the building.



10. PARKING

The Lessor shall provide parking for the Lessee throughout the term of this lease or any renewal thereof and the cost thereof being included in the base rent.

In the event Lessor commences renovations and expansion involving the parking, Lessor shall provide comparable temporary parking spaces to be approved by Lessee

Should a parking structure be erected on the existing parking lot, Lessor shall provide parking in the proposed structure upon completion of same with no increase in base rent during the term of this lease.

11. RENEWAL

It is mutually agreed that this lease may be renewed for an additional five (5) year term. Terms and conditions to be negotiated at time of renewal. Lessee must give a minimum of ninety (90) days written notice of its intent to renew this lease. The effective date of renewal shall be June 1, 2009.

12. COMPLIANCE WITH THE LAW

The Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including O.S.H.A., the Americans With Disabilities Act of 1990 (42 USC Sec. 12101 through 12213 and 47 USC Sections 225, 611), Arizona's With Disabilities Act of 1992 (ARS Sec. 41-1492 et seq.) and their underlying regulations and rules, which are applicable to the premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulations, rules or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.



13. EMINENT DOMAIN

In the event the building, the land on which it is located or any portion of the leased premises is taken under, or a conveyance is made under the threat of condemnation proceedings, Lessee will be entitled to recover the value of its leasehold including all fixtures and improvements installed by Lessee.

14. ASSIGNMENT AND SUBLEASE

Lessee shall not assign, transfer, mortgage or encumber this lease nor sublet the leased premises or any portion thereof without the prior written consent of Lessor, said consent shall not be unreasonably withheld, and any such act shall constitute a breach of this lease. Consent to an assignment, subletting, occupation or use by other persons shall not release Lessee from any of Lessee's obligations hereunder or be deemed to be a consent to any subsequent assignment, subletting, occupation or use.

15. DESTRUCTION OF THE PREMISES

- A. In the event the premises are totally destroyed, this lease shall terminate.
- B. In the event the premises are partially destroyed, Lessor, with reasonable promptness and dispatch, shall repair and rebuild the same within ninety (90) working days. Lessee shall pay rent, if the remaining premises are tenantable, during such period of repair or rebuilding in the proportion of tenantable premises occupied by Lessee. In case the remaining premises, following a partial destruction, are untenable by Lessee, Lessee shall have the option to cease occupancy and all rent payments until the premises are tenantable or terminate the lease.
- C. The word "tenantable" as heretofore used shall be understood by the parties to mean tenantable for the purpose of performing the duties and services provided by Lessee to its clients.



16. SUBORDINATION AND ATTORNMENT

This lease is junior, subject and subordinate to all mortgages, deeds of trust, and other security instruments of any kind now covering the property of which the leased premises are a part, or portion thereof. Lessor reserves the right to place liens or encumbrances on said property or any part thereof or interest therein superior in lien and effect to this lease. This lease, at the option of Lessor, shall be subject and subordinate to any and all such liens or encumbrances now or hereafter imposed by Lessor without the necessity of the execution and delivery of any further instruments on the part of the Lessee to effectuate such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this lease as may be required by Lessor.

Notwithstanding such subordination, Lessee's right to quiet possession of the premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of the Lease unless the Lease is otherwise terminated pursuant to its terms.

In the event of the foreclosure of any mortgage, deed of trust or other lien, Lessee will attorn to the owner who acquires title to the property and will recognize such owner as Lessor under this lease. Lessee hereby waives any rights to terminate this lease because of the foreclosure of any such mortgage, deed of trust or other security instrument provided that neither Lessor nor the new owner is in default of any provision of this lease.

17. SALE BY LESSOR

In the event of a sale or conveyance by Lessor of the building containing the premises, the same shall operate to release Lessor as of the date from any and all future



liability under this lease. The lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser of the building.

18. ENVIRONMENTAL CONTROL

The Lessor shall maintain adequate heating, ventilation, cooling and lighting equipment in operation to maintain the following environmental conditions within the leased space.

Temperature in winter - 70°F - 75°F
Temperature in summer - 74°F - 78°F

The air handling system shall provide outdoor air introduction at a rate of fifteen (15) to twenty (20) cubic feet per minute, at all times the work area is occupied. The system shall be operated and maintained consistent with the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62-1989, "Ventilation for Acceptable Air Quality".

Lighting on all workstations - 50 Foot candles maintained at desk height.

For the purpose of this clause summer is defined as the months April through October, inclusive and winter is defined as the months November through March, inclusive. Lessor shall replace ventilation system filters monthly with air filtration devices rated with an 85% efficiency rating.

All air conditioning systems shall be serviced regularly per manufacturer specifications per Lessor service agreement with a licensed air conditioning contractor.

19. SELF INSURANCE BY LESSEE

Lessor and Lessee acknowledge that Lessee is self-insured and shall provide Lessor with a certificate of self-insurance providing the maintenance of One Million Dollars (\$1,000,000) of general liability coverage. This self-insurance protects the Lessee only.

20. ATTORNEY'S FEES



In the event of any legal action or proceeding brought by either party against the other arising out of this lease, the prevailing party shall be entitled to recover costs and reasonable attorney's fees, as determined by the court, not the jury, based on the prevailing hourly wage for attorneys in Phoenix, Arizona, and such other matters deemed relevant by the court, and such amount shall be included in any judgment rendered in such proceedings.

21. WAIVER

No waiver by Lessor of any provision of this lease or of any breach by Lessee hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent to or approval shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act of Lessee.

22. NOTICES

All notices to be given by one party to the other shall be in writing and sent by registered mail or hand delivered to each as follows:

LESSOR: William G Lewis Trust
10528 Quail Canyon Road
El Cajon, California 92021-2241

LESSEE: GILA COUNTY
ATTN: REPAC Program Manager
5515 S. Apache Ave.
Globe, AZ. 85501

23. TIME:

Time is of the essence of this lease and each and all of its provision.



24. DEFINED TERMS AND MARGINAL HEADINGS

The word "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. If more than one person is named as Lessee, the obligations of such persons are joint and several. The marginal headings and titles to the articles of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

25. HOLD OVER

Should Lessee hold possession after expiration of the lease term or any renewal thereof, Lessee shall become a Lessee on a month-to-month basis upon the same terms and conditions of said lease.

Either Lessor or Lessee shall have the right to terminate any holdover tenancy with thirty (30) days written notice to the Lessee or Lessor's last known address without incurring any penalty or damages.

26. AGREEMENTS IN WRITING

All negotiations, considerations, representations, and understandings between the parties are incorporated and expressly stated herein and may be modified and altered only by agreement in writing between the parties.

27. PROHIBITION OF DISCRIMINATION

The Lessor agrees to comply with State of Arizona Executive Order No. 99-4 "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS."

Except with the express authorization of Congress, the Lessor, his employees or agents shall not utilize any Federal funds under the terms of this contract to solicit or

influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

28. LIENS

The Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event that Lessee shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. Lessor shall have, in addition to all other remedies provided herein by law, the right to cause the same to be released by such means as Lessor shall deem proper, including the payment of the claim giving rise to such lien.

All such sums paid by Lessor and all expenses incurred by Lessor in connection therewith shall be considered additional rent and shall be payable by Lessee on demand with interest at the maximum rate per annum chargeable under the laws of the State of Arizona.

29. INSPECTION AND AUDIT

In accordance with Arizona Revised Statutes Section 35-214, all books, accounts, reports, files and other records relating to this lease shall be subject at all reasonable times to inspection and audit by the Lessee, its agents, or employees at the Lessor's office or at the Department's offices designated in paragraph twenty-two (22) at any time during the terms of the lease and for five years after termination thereof.

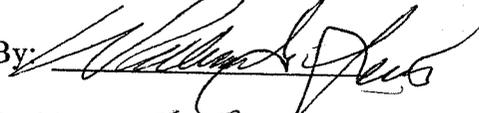
"This lease is subject to the cancellation provisions of A.R.S. § 38-511."


4/20/09



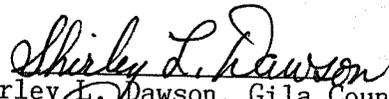
IN WITNESS WHEREOF, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do the day and year first above written.

LESSOR: William G. Lewis Trust
10528 Quail Canyon Rd.
El Cajon, California 92021-2241

By: 
Position: Trustee - owner

Date: 3-21-09

LESSEE: FOR AND ON BEHALF OF
GILA COUNTY

By: 
Shirley L. Dawson, Gila County
Position: Chairman, Board of Supervisors

Date: 5/5/09

APPROVED AS TO FORM:


Bryan Chambers, ~~and~~ Chief Deputy
Office of the Gila County Attorney

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov



Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
daniel@gilacountyaz.gov

John F. Nelson,
**Deputy County Manager/
Clerk of the Board of Supervisors**
(928) 402-8754
jnelson@gilacountyaz.gov

September 28, 2010

William G. Lewis Trust
10528 Quail Canyon Road
El Cajon, California 92021-2241

Dear Mr. Lewis:

Take notice, that pursuant to the provisions of Section 03, Termination of said Lease in which Gila County Re-Employment and Pre-Layoff Assistance Center (REPAC) occupies premises at 8128 E. Highway 69, Suite 203, Prescott Valley, Gila County has elected to terminate said lease as of January 31, 2011. Due to recent changes within our organization, this office will be relocating back to Gila County. The relationship between William G. Lewis Trust and Gila County REPAC has been excellent.

Please accept this letter as our 90 days written notification to terminate said lease. If you have any further questions, please feel free to contact me at (928) 402-8565.

Thank you,

GILA COUNTY RE-EMPLOYMENT AND
PRELAYOFF ASSISTANCE CENTER (REPAC)

By: *Diana Russell*
Diana Russell, Program Manager

Date: 10-7-10

FOR AND ON BEHALF OF GILA COUNTY:

By: _____
Mike Pastor, Chairman Board of Supervisors

Date: _____

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy
Office of the Gila County Attorney

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Barbara Valencia, WIA Program Coordinator
Submitted By: Barbara Valencia, Health & Community Services Division
Department: Health & Community Services Division
Division: Community Services Department
Presenter's Name:

Information

Request/Subject

Gila/Pinal Workforce Investment Board Membership Recertification

Background Information

Under the Workforce Investment Act of 1998 (Section 117) it is a requirement that Local Workforce Investment Boards (LWIBs) be recertified every two years by the Governor of each state in accordance with criteria established in the Act and with state policy.

Evaluation

The Gila/Pinal Workforce Investment Board approves membership and recertification and then membership is forwarded to the chief elected officials within their respective jurisdictions for approval.

Conclusion

The Gila/Pinal Workforce Investment Board approved membership and recertification at the October 1, 2010, meeting. Recertification of the Gila/Pinal Workforce Investment Board is then forwarded to Gila County Board of Supervisors for approval and then submitted to the Governor's Council on Workforce Policy for final approval.

Membership list is attached.

Recommendation

Recommendation to approve Gila County members on the Gila/Pinal Workforce Investment Board to be submitted for recertification to the Governor's Council on Workforce Policy for final approval.

Suggested Motion

Approval of the Gila County members on the Gila/Pinal Workforce Investment Board to be submitted for recertification to the Governor's Council on Workforce Policy.

Attachments

Link: [Gila/Pinal WIB Member Appointments](#)

GILA/PINAL WORKFORCE INVESTMENT BOARD MEMBERSHIP

Under the Workforce Investment Act of 1998 (Section 117) it is a requirement that Local Workforce Investment Boards (LWIBs) be recertified every two years by the Governor of each state in accordance with criteria established in the Act and with state policy. The Gila/Pinal Workforce Investment Board are appointed and certified by the chief elected officials within their respective jurisdictions.

The Gila/Pinal Workforce Investment Board approved membership and recertification at the October 1, 2010 meeting. Recertification of the GPWIB is then forwarded to Gila County Board of Supervisors for approval and then submitted to the Governor's Council on Workforce Policy for final approval.

Re-certification to the Gila/Pinal Workforce Investment Board for Gila County is listed below.

NAME	COMPANY/AGENCY	PRIVATE SECTOR/ONE-STOP PARTNER
Billie Lavin	Arizona Public Service	Private Sector
Ed Carpenter	Southern Gila County Economic Development Corp	Private Sector
Cindy Fletcher	Kino Floors & Interiors	Private Sector
Cliff Potts	Prudential Arizona Properties	Private Sector
Jeri Byrne	Eastern Arizona Health Education Center	Private Sector
Marian Sheppard	Gila County	WIA Adult and Youth
Maxine Brown	CAAG	Community-Based/Economic Dev.
Diana Russell	REPAC – Gila County	Dislocated Worker Program
Charlie Estrada	Steelworkers, USWA #915	Labor Organization
Manuel Armenta	Steelworkers, USWA #915	Labor Organization
Jan Engan	Pinal-Gila Council for Senior Citizens	Senior Community Service Employment
Bernadette Kniffin	San Carlos Apache Tribe – TANF Gila Community College	Native American Programs/Educational
Jim Sorensen	ADES/Employment Service	Employment Services/Veterans/UI/MFSW
Brad McCormick	Fred G. Acosta Job Corps	Job Corps

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Barbara Valencia, WIA Program Coordinator
Submitted By: Barbara Valencia, Health & Community Services Division
Department: Health & Community Services Division
Division: Community Services Department

Fiscal Year: Program Year 2010 - Fiscal Year 2011 Budgeted?: Yes
Contract Dates - Begin & End: April 1, 2010 - June 30, 2011
Grant?: Yes
Matching Requirement?: No Fund?: Renewal
Presenter's Name:

Information

Request/Subject

Contract #10100 with Central Arizona Association of Governments to provide employment and training services to Workforce Investment Act Title 1 eligible adults and youth in Gila and Pinal Counties.

Background Information

Under Title 1 of the Workforce Investment Act (WIA), the workforce investment system provides the framework for delivery of workforce investment activities to individuals who need those services, including job seekers, adults, youth, incumbent workers, veterans, persons with disabilities, and employers throughout the WIA One-Stop service delivery system.

Evaluation

Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults and youth in Gila and Pinal counties. These services will be provided in accordance with Federal and State regulations and the most current Gila/Pinal WIA Plan.

The contract reimbursement maximum for all services provided during the term of the contract is:

Program Year 2010 - Youth - \$536,075
Program Year 2010 - Adult - \$100,318
Fiscal Year 2011 - Adult - \$477,551
Program Year Set-A-Side - \$ 26,865
Total amount of contract \$1,140,809

Conclusion

The contract reimbursement maximum for all services to adults and youth provided during the term of the contract shall not exceed \$1,140,809.

The term of the contract shall have an effective date of April 1, 2010, and shall end on June 30, 2011.

Recommendation

Recommendation to approve Contract #10100 between Gila County and Central Arizona Association of Governments in the amount of \$1,140,809 to provide Workforce Investment Act services to eligible Youth and Adults in the Gila/Pinal Workforce Investment Area.

Suggested Motion

Approval of Contract #10100 between Gila County and Central Arizona Association of Governments in the amount of \$1,140,809 to provide Workforce Investment Act services to eligible Youth and Adults in the Gila/Pinal Workforce Investment Area for the period of April 1, 2010, through June 30, 2011.

Attachments

Link: CONTRACT #10100 - CAAG

**CONTRACT BETWEEN
GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2010**

This is a General Services Contract, hereinafter called Contract, entered between Gila County acting through the Gila/Pinal Workforce Investment Board and Central Arizona Association of Governments hereinafter called Contractor.

WHEREAS, Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults and youth in Gila and Pinal Counties in the amount of \$1,140,809 for Program Year 2010 – April 1, 2010 – June 2011; and

WHEREAS, Central Arizona Association of Governments shall provide youth and adult services to Workforce Investment Act Title 1 eligible youth and adults in Gila and Pinal Counties; and

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona Association of Governments agrees to abide by all terms and condition sets forth in this Contract.

**FOR AND ON BEHALF OF
GILA COUNTY**

FOR AND ON BEHALF OF CONTRACTOR

**Chairman, Gila County Board
of Supervisors**

**Maxine Leather, Executive Director
Central Arizona Association of Governments**

Date

Date

Contract #: Gila 10100

APPROVED AS TO FORM

Gila County Attorney

Date

Contract #: Gila 10100

1. GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT

- a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
- b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
- c. Eliminate program redundancy and provide easier access to clients.
- d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. PARTIES

This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona Association of Governments (CAAG) called the "Contractor".

3. TERM OF AGREEMENT

This Agreement shall be in effect from April 1, 2010 through June 30, 2011. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be default of any provision of this Contract. Advanced monies not earned shall be repaid to the county within 30 days of termination or suspension.

4. PURPOSE OF CONTRACT

Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Youth and Adults, throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. MANNER OF FINANCING – COMPENSATION

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be \$1,140,809.

The contract reimbursement maximum per program and funding period is as follows:

PY10 Youth	\$536,075
PY10 Adult	\$100,318
FY11 Adult	\$477,551
PY08 Set-A-Side	\$ 26,865

Total Youth Carryover	88
Total New Participants	60
Total Participant to be Served	148

Total Adult Carryover	97
Total New Participants	60
Total Participant to be Served	157

6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

7. RECISSION OF FUNDS

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the State may take action in the following sequence.

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from a designated future periods(s) of time.

8. SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retraining employment.

Services provided to adults and youth, as appropriate to meet the individuals needs, may include any of the following:

- a. **Core Services** – determination of WIA eligibility; outreach, intake and orientation to the One-Stop system; initial assessment of skill levels, aptitudes, abilities, and support service needs; job search and placement of performance information and program costs on eligible providers of training services; information on local performance; information on availability of supportive services in the local area and referrals as appropriate; information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial and assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.
- b. **Intensive Services** – comprehensive and specialized assessment of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.
- c. **Training Services** – occupational skills training; on-the-job training; programs combining workplace with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.
- d. **Youth Services** will be provide to WIA Title 1B eligible youth, ages 14-21 who are either in-school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include; tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. STATUS OF CONTRACTOR

The status of the Contractor shall be that of an independent contractor. Neither Contractor or Contractor's officers, agents, or employees shall be considered an employee of County; nor shall they or their employees be entitled to receive any of the fringe benefits associated with County employment or be subject to the provisions of the County Merit System. Contractor will be responsible for payment of all Federal, State and local taxes associated with the compensation received by Contractor from County. Contractor shall be responsible for program development and operation without supervision by County.

10. SUBCONTRACTOR

Contractor will be fully responsible for all acts and omissions of its subcontractor, if any, and of persons directly or indirectly employed by subcontractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of County to pay or see to the payments of any money due any subcontractor, except as may be required by law.

Contractor shall not enter into any subcontracts for any of the services to be performed under this Contract unless it receives prior written approval of the subcontract by the County. Prior written approval shall not be required for the purchase of supplies, which are necessary and incidental to Contractor's performance under this Contract.

11. CONTRACTOR'S PERFORMANCE MEASURES

Contractor's performance under this Contract shall be to the satisfaction of the County. County shall have sole discretion to determine the acceptability and progress of work performed and to determine the resulting entitlement to payment under this Contract.

Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures will result in submitting a Demand of Assurance and a written correction action plan from the contractor. Failure to complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed shall result in the immediate suspension of the Contractor's authority to request payment under the contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show the issues identified in the Demand for Assurance have been addressed.

If the Contractor does not comply with the approved Demand for Assurance response, Gila County will proceed with remedies outlined in Section 19.0 up to and including sanctions.

If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA Title 1 B funding as outlined in Section 12.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila county may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Adult and Youth) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

13. COMPLIANCE WITH LAWS

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County shall conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any County employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
- c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;
- e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
- g. The Arizona Civil Rights Act;
- h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

- a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- c. That it will comply with the confidentiality requirements of Section 136(f)(3).
- d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
- e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
 1. General Administrative Requirements;
29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
 2. Assurances and Certifications:
SF 424 B – Assurances for Non-construction Programs

29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
CFR part 93 – Certification Regarding Lobbying (and regulation)
29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)

3. Special Clauses/Provisions:

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

- h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
- i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- k. That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
- l. That the LWIB will meet a minimum of four times per year, or once each quarter.
- m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

Reporting shall adhere to the following schedule: No later than the 25th day following each month during the contract term, the Contractor shall submit financial reports to Gila County in the form set forth within in the contract.

Failure to submit accurate and complete reports by the 25th day following the end of a month may result in retention of payment. The “only” acceptable form to report all programs accrued expenditures is the “Contractor Accrued Expenditure Report.”

The Contractor shall maintain the following written records;

- a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

- a. Contractor shall submit a budget for the Adult and Youth Programs prior to start of program.
- b. Monthly invoices for compensation earned and costs incurred
- c. Monthly report of enrollments and participant activity changes
- d. Monthly reports of fiscal and program performance
- e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than\$500 to Gila County by August 1 of each year.

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor must complete a “WIA Pre-Approval of Equipment & Vehicles over \$5,000 Questionnaire” form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

“Vulnerable adult” means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

a. Federal Requirements (applicable if Federal funds are involved):

If Contractor is a state or local government or non-profit organization which expends \$500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than \$100,000 but less than \$500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are \$100,000 or less, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than \$50,000 do not have an annual audit requirement.

b. State of Arizona Audit Requirements:

If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of \$100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving \$50,000 to \$100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.

Each nonprofit corporation receiving less than \$50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. Additional County Requirements:

Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The Policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: separately, each contractor or subcontractor exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract
- b. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.
- c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
- d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

- a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.
- b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
 - (i) Change the purpose of the Contract;
 - (ii) Increase or decrease the compensation provided for in the Contract;
 - (iii) Change the term of the Contract;
 - (iv) Change the scope of assurances of the Contract;
 - (v) Change any section of the Contract other than the Scope of Work/Services or budget;
 - (vi) Any change that is not a minor amendment as described below.
- b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are

changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. E-VERIFY

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

ATTACHMENTS

The following list of attachments constitutes an integral part of subject agreement.
Attachment A – Sanction Schedule

Regular BOS Meeting

Date: 10/26/2010

Submitted By: Ursula Donovan, Health & Community Services Division

Department: Health & Community Services Division

Division: Health Department

Presenter's Name:

Information

Request/Subject

Amendment # 1 to Contract # HG050277 with Arizona Department of Health Services (ADHS) and approval of Women, Infant, and Children (WIC) Breastfeeding Peer Counselor Manager Contract Agreement with Mary McMullen.

Background Information

Amendment #1 revises the Price Sheet to add funding to the current ADHS Contract #HG050277 which will be used for hiring the WIC Breastfeeding Peer Counselor Manager to establish the program and sustain the WIC Services, BFPC (Breast Feeding Program Contract), and FMNP (Farmers Market Nutrition Program) programs. This amendment will allow the WIC Program to enhance/add to the current level of services that is currently being provided by the Gila County Health Department, WIC Program.

Evaluation

The current contract allows the Gila County Health Department, WIC Program, to provide nutrition education, supplemental foods and breastfeeding services. Currently we are serving 1,200 clients per month under this contract.

Conclusion

This Amendment allows the WIC Program to expand its breastfeeding support services to all Gila County WIC clients and the WIC Breastfeeding Peer Counselor Manager Contract Agreement allows the County to hire Mary McMullen to provide these services.

Recommendation

The WIC Program recommends Board approval and the Chairman's signature on Amendment #1 to Contract #HG050277 and the WIC Breastfeeding Peer Counselor Manager Contract Agreement which will allow the WIC Program to continue and expand the Breastfeeding Counseling Services to Arizona Department of Health Service, WIC clients.

Suggested Motion

Authorization for the Chairman to sign Amendment #1 to Arizona Department of Health Services Contract #HG050277, WIC Services, Breastfeeding Peer Counseling, and Farmers Market Nutrition Program Contract; and WIC Breastfeeding Peer Counselor Manager Contract Agreement with Mary McMullen.

Attachments

Link: [Amendment #1 to ADHS Contract #HG050277](#)

Link: [Original Contract #HG050277 with ADHS](#)

Link: [WIC Breastfeeding Peer Counselor Manager Contract Agreement with Mary McMullen](#)



Division of Operations

Office of Procurement

1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

October 1, 2010

Gila County Health Department
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501
Attention: Mr. David Fletcher

RE: HG050277, WIC Services, BFPC and FMNP Amendment One (1)

Dear Mr. Fletcher;

Enclosed please find two (2) copies of the above referenced Contract Amendment. Please sign where appropriate and return both signed copies to my attention. Once executed by both parties, a copy will be sent to you for your files.

If you have any questions you may contact me directly at 602-542-2928 or johnsote@azdhs.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terri Johnson".

Terri Johnson
Procurement Officer

Enclosure

CC: Contract File



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Terri Johnson

Contract No: **HG050277**

Amendment No. **1**

WIC Services, BFPC, and FMNP

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Replace Original Price Sheet, Page Twenty-Nine (29) of the above referenced Contract, with the revised Price Sheet in Amendment One (1), Page Two (2). The revised Price Sheet, effective October 1, 2010, reflects the inclusion of Breastfeeding Peer Counseling Services.

All other provisions shall remain unchanged.

Gila County Health Department

Contractor Name
5515 S. Apache Avenue, Suite 200

Address
Globe AZ 85501

City State Zip

CONTRACTOR ATTORNEY SIGNATURE
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Printed Name

Attorney General Contract No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
Assistant Attorney General

Printed Name: Ronald E. Johnson

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chairman of the Board of Supervisors

Title

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 2010

Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE

UNDER HOUSE BILL 2011, A.R.S. 11-952, WAS AMENDED TO REMOVE THE REQUIREMENT THAT INTERGOVERNMENTAL AGREEMENTS BE FILED WITH THE SECRETARY OF STATE.



**INTERGOVERNMENTAL AGREEMENT
(IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Terri Johnson

Contract No: HG050277

Amendment No.1

**PRICE SHEET
Effective October 1, 2010**

Account Classification	Amount
Personnel	\$202,710.00
Employee Related Expenses	\$75,978.00
Professional & Outside Services	\$1.00
Travel Expense	\$9,148.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$21,275.00
Capital Expenditures	\$1.00
Indirect Cost	\$14,292.00
Total	\$323,406.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$18,067.00
Employee Related Expenses	\$4,800.00
Professional & Outside Services	\$0.00
Travel Expense	\$3,953.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$3,180.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$30,000.00

Farmer's Market Nutrition Program Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional and Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00



**INTERGOVERNMENTAL AGREEMENT
(IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: HG050277

Amendment No.1

Procurement Specialist
Terri Johnson

Additional Terms and Conditions

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2011 is 1500.

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **HG050277**

Amendment No. **1**

Procurement Specialist
Terri Johnson

WIC Services, BFPC, and FMNP

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Replace Original Price Sheet, Page Twenty-Nine (29) of the above referenced Contract, with the revised Price Sheet in Amendment One (1), Page Two (2). The revised Price Sheet, effective October 1, 2010, reflects the inclusion of Breastfeeding Peer Counseling Services.

All other provisions shall remain unchanged.

Gila County Health Department

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Name
5515 S. Apache Avenue, Suite 200

Contractor Authorized Signature
Michael A. Pastor

Address
Globe AZ 85501

Printed Name
Chairman of the Board of Supervisors

City State Zip

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 2010

Signature Date

Printed Name

Procurement Officer

Attorney General Contract No. **PIGA2011000344**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

RESERVED FOR USE BY THE SECRETARY OF STATE

UNDER HOUSE BILL 2011, A.R.S. 11-952, WAS AMENDED TO REMOVE THE REQUIREMENT THAT INTERGOVERNMENTAL AGREEMENTS BE FILED WITH THE SECRETARY OF STATE.

Signature Date
Assistant Attorney General

Printed Name: Ronald E. Johnson



**INTERGOVERNMENTAL AGREEMENT
(IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: HG050277

Amendment No.1

Procurement Specialist
Terri Johnson

**PRICE SHEET
Effective October 1, 2010**

Account Classification	Amount
Personnel	\$202,710.00
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Farmer's Market Nutrition Program Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional and Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG050277	Amendment No.1	Procurement Specialist Terri Johnson

Additional Terms and Conditions

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ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2011 is 1500.

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

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INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. HG050277

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 842-1040
(602) 542-1741 FAX

Project Title: WIC Services, BFPC, and FMNP

Begin Date: 10/1/2010

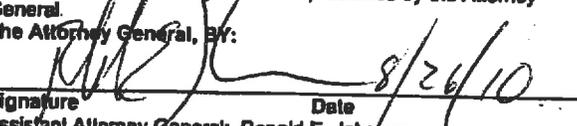
Geographic Service Area: Gila County

Termination Date: 9/30/2013

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 38-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to: The Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No: _____ Tax License No.: _____ Contractor Name: <u>Gila County Health Department</u> Address: <u>5515 S. Apache Avenue, Suite 100</u> <u>Globe, Arizona 85501</u>	FOR CLARIFICATION, CONTACT: Name: <u>Carolyn Haro</u> Phone: <u>928-402-8804</u> FAX No: <u>928-425-0794</u>
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran or Sudan.  Signature of Person Authorized to Sign _____ Date <u>7/27/10</u> <u>Michael A. Pastor</u> Print Name and Title Chairman of the Bd of Supervisors	This Contract shall henceforth be referred to as Contract No. <u>HG050277</u> . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract. State of Arizona Signed this <u>27th</u> day of <u>August</u> , 2010  Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  Signature of Person Authorized to Sign _____ Date <u>7/9/2010</u> <u>Bryan Chambers, Gila Co. Attorney</u> Print Name and Title	Under House Bill 2011, A.R.S. 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.
Attorney General Contract, No. PIGA201000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, By:  Signature _____ Date <u>8/24/10</u> Assistant Attorney General: Ronald E. Johnson	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 **"Attachment"** means any document attached to the Contract and incorporated into the Contract.
 - 1.2 **"ADHS"** means Arizona Department of Health Services.
 - 1.3 **"Budget Term"** means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 **"Change Order"** means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 **"Contract"** means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 **"Contract Amendment"** means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 **"Contractor"** means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 **"Cost Reimbursement"** means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 **"Days"** means calendar days unless otherwise specified.
 - 1.10 **"Fixed Price"** establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 **"Materials"** unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 **"Procurement Officer"** means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 **"Purchase Order"** means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 **"Services"** means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 **"Subcontract"** means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 **"State"** means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number HG050277	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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2. Contract Type.

This Contract shall be: (check one)

- Fixed Price
- Cost Reimbursement
- Not to Exceed

Throughout the term of the Contract, state funds may be available. ADHS may utilize the state funds for the provision of this Contract, whereby, contract expenditures, maybe be paid as Fixed Price.

3. Contract Interpretation.

- 3.1 **Arizona Law.** The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 **Implied Contract Terms:** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 **Headings.** Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1 **Term.** As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 **Contract Renewal.** This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does

Contract Number HG050277	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

- 4.3 **New Budget Term.** If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-366), and all other acts required for compliance with the federal funding source.
- 4.5 **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of contract funds and by the State when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.
 - 4.6.1 ***Federal Funding.*** Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 ***State Funding.*** Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 **Property of the State.**
 - 4.10.1 ***Equipment.*** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor

Contract Number HG050277	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision.

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Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

5. Costs and Payments

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and

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regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence,

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misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 **Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 **Force Majeure.**

7.4.1 **Liability and Definition.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 **Exclusions.** Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 **Notice.** If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 **Default.** Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 **Liens.** The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 **Quality:** Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for

one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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- 9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

- 10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4 Termination Without Cause.
 - 10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
 - 10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
 - 10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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10.5 **Mutual Termination.** This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 **Termination for Default.** The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 **Continuation of Performance Through Termination.** Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 **Disposition of Property.** Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12.1 **Program Report.** When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 **Information and Coordination.** The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 **Paid and Unpaid Personnel.** The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 **Costs.** The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any

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obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable contract terms shall survive and apply after contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

19. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

19.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

20. **A.R.S. 35-393 and A.R.S. 35-391** In accordance with A.R.S. 35-393 and A.R.S. 35-391, the Contractor shall not have scrutinized business operations in Iran or Sudan.

21. **Appropriation of funds**

Every payment obligation of ADHS under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Contract, this Contract may be terminated by ADHS at the end of the period for which funds are available. The

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funding cycle for this Contract is October 1st through September 30th. No liability shall accrue to ADHS or the State of Arizona in the event this provision is exercised, and neither ADHS nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

The funding obligation for this Contract shall be liquidated by December 31st of any Contract year. All Contractor expenses must be reported by November 15th. Any unreported expenses received later than December 15th shall be the responsibility of the Contractor.

22. Safeguarding WIC Confidential Information

The Contractor must adhere to the following: All Staff/Local Agency will be responsible for keeping all WIC data/client information physically and electronically secure and maintained in strict confidence. This means that reasonable measures will be taken to prevent access by unauthorized persons, such as leaving materials unsecured in a work area or leaving an active WIC Computer Data System for others to view. This also means that **the Staff/Local Agency shall also establish and maintain safeguard procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in WIC participant records shall be used or disclosed except as required to efficiently perform duties under the Contract.** The Contractor also agrees that any information pertaining to individual participants shall not be divulged or shared other than as needed to perform and adhere to confidentiality standards, unless otherwise agreed to in writing by the State.

It is essential that the Staff/Local Agency be consistently reminded that the information obtained from individuals applying for, or participating in the WIC Program is considered private and may not be disclosed to any unauthorized person(s). To assist with this, it is mandated that all agency staff sign the WIC Confidentiality and Conflict of Interest forms as provided by the State at initial hire, annually and again at any type of position, duty, and/or title change.

23. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 1.2 Alternative methods to ensure there are products in the supply chain.
 - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
 - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

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24. Security

The Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing services under this Contract. If during the course of this Contract it is required that the Contractor, or their duly recognized subcontractors need access to any confidential information technology data, or infrastructure, the only access granted shall be least possible privilege. Throughout the course of the Contract, the State reserves the right to deny access to any data, or infrastructure, as it deems appropriate.

The Contractor is governed by ARS 13-2316, Computer tampering; venue; forfeiture; classification.

1. A person who acts without authority or who exceeds authorization of use commits computer tampering by:
 - 1.1 Recklessly using a computer, computer system or network to engage in a scheme or course of conduct that is directed at another person and that seriously alarms, torments, threatens or terrorizes the person. For the purposes of this paragraph, the conduct must both,
 - 1.1.1 Cause a reasonable person to suffer substantial emotional distress, and
 - 1.1.2 Knowingly obtaining any information that is required by law to be kept confidential or any records that are not public records by accessing any computer, computer system or network that is operated by this State, or a political subdivision of this State.

25. American Recovery and Reinvestment Act (ARRA) Requirements

The Contractor shall comply with all American Recovery and Reinvestment Act (ARRA) funding provisions. The ADHS will inform the Contractor of such provisions as they are identified and when applicable to work under this Contract.

26. Breastfeeding Workplace Accommodations

The Contractor shall provide a reasonable amount of break time (can be paid/unpaid meal and/or break time) to accommodate an employee desiring to express breast milk for the employee's nursing child for up to two (2) years after the child's birth.

The Contractor shall make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements.

The Contractor shall not discriminate against women for expressing milk in the workplace.

27. Smoke-Free Arizona Act

To comply with the Smoke-Free Arizona Act, A.R.S. 36-601.01 that took effect on May 1, 2007, WIC Contractors must prohibit smoking in the building, post "No Smoking" signs and remove all ashtrays from areas where smoking is prohibited where WIC services are provided. The Smoke-Free Arizona Act has no application on Indian reservations as defined in A.R.S. 42-3301 (2).

28. Comments Welcome The ADHS Procurement Office periodically reviews the Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program, and the Women and Children's Farmers Market Nutrition Programs for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

The WIC program accomplishes this goal by providing participant-centered nutrition education (PCE), breastfeeding support, specific supplemental healthy foods through the issuance of food instruments that can be used in ADHS-approved grocery stores and farmers markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC local agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each local agency, and quality of performance.

Breastfeeding Peer Counseling (BFPC)

1. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

1.1 Specific objectives for breastfeeding are:

- 1.1.1 To increase the incidence of breastfeeding to 75% of WIC women initiating breastfeeding upon the birth of their babies;
- 1.1.2 Increase the duration of breastfeeding to 50% of women for the first six (6) months of their baby's life; and
- 1.1.3 Increase the duration of breastfeeding to 25% of women for the first year of their baby's life.

1.2 This can be achieved by:

- 1.2.1 Increasing WIC participants' knowledge of the advantages of breastfeeding;
- 1.2.2 Developing community partnerships to maximize resources, increasing effectiveness of community support efforts; and/or
- 1.2.3 Providing breastfeeding peer counseling programs.

The discretionary peer counseling services are considered an adjunct support to WIC services to help achieve the

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WIC breastfeeding objectives.

Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing breastfeeding promotion efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC local agencies are encouraged strongly to provide peer counseling services to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

Farmer's Market Nutrition Program (FMNP)

2. The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. The FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

B. OBJECTIVE

At a minimum, to provide WIC Services while allowing each Local Agency to provide at their discretion, Breastfeeding Peer Counseling Services and or Farmer's Market Nutrition Program Services.

C. SCOPE OF WORK

1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include but are not limited to the following activities:

- 1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;
- 1.2 Provide mandatory and appropriate referrals and nutrition and breastfeeding education services to WIC participants;
- 1.3 Issue WIC food instruments;
- 1.4 Ensure the collection and recording of accurate information;
- 1.5 Provide professional training and monitoring of WIC staff competencies necessary for delivery of required services;
- 1.6 Provide administrative functions for operation of the WIC Program; and
- 1.7 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM. Refer to www.azwic.gov/local_agencies_policyManual.htm.

2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

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3. Farmer's Market Nutrition Program (FMNP)

WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

- 3.1 Identifying participants and offering program services;
- 3.2 Distributing information to participants;
- 3.3 Providing competent staff to perform certification;
- 3.4 Issuing of FMNP coupons;
- 3.5 Safeguarding food instruments;
- 3.6 Documenting accurately all required information;
- 3.7 Providing administrative functions necessary for operation of the FMNP;
- 3.8 Preparing and submitting all required reports in accordance with this Contract; and
- 3.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual, http://www.azwic.gov/farmers_market.htm.

D. TASKS AND REQUIREMENTS

1. WIC Services Outreach and Referrals

- 1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially WIC eligibles of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract.
- 1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN, and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract.
- 1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract.
- 1.4 Develop and document a support referral system for WIC nutritionists with breastfeeding/lactation counselors, including but not limited to Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

Additional BFPC Outreach Tasks:

- 1.5 Develop and document an internal referral link between WIC Program and Peer Counseling Program when applicable. Interaction between WIC Program and Peer Counseling Program shall occur at least monthly and may be in the form of visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff.

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2. Participant Records:

- 2.1 Follow and maintain documentation of certification and administrative procedures as described in the WIC PPM, including but not limited to;
 - 2.1.1 Eligibility and ineligibility determinations,
 - 2.1.2 Nutrition assessments,
 - 2.1.3 Referrals,
 - 2.1.4 Nutrition education
 - 2.1.5 Counseling,
 - 2.1.6 Setting behavioral goals,
 - 2.1.7 Program abuse, and
 - 2.1.8 Food instrument issuances.
- 2.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and of food instruments issued by the Contractor.
- 2.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

Refer to: www.azwic.gov/local_agencies_policyManual.htm

Additional BFPC Participant Records Tasks:

- 2.4 Follow and maintain documentation of peer counseling contact activities and education for each participant served in the WIC automated participant record system.

Additional FMNP Participant Records Tasks:

- 2.5 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

3. Service Delivery and Program Rules

The Contractor shall:

- 3.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;
 - 3.1.1. Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months post-partum,
 - 3.1.2 Infants from birth to age one (1), and

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3.1.3 Children from age one (1) year through four (4) years.

- 3.2 Provide complete nutrition assessment following the Value Enhanced Nutrition Assessment (VENA) requirements;
- 3.3 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;
- 3.4 Assist participants in setting goals for behavioral change and follow-up on goals set;
- 3.5 Promote breastfeeding to pregnant and postpartum WIC participants, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;
- 3.6 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments as set forth in the WIC PPM;
- 3.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and local agency referral procedures;
- 3.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;
- 3.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or AzFMNP Manual;
- 3.10 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS-approved Arizona Farmers' Markets; and
- 3.11 Explain to all WIC participants that, in addition to FMNP checks, WIC CVV's may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

Additional BFPC Service Delivery tasks:

- 3.12 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;
- 3.13 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and
- 3.14 Provide supervision, monitoring, and evaluation of peer counselors, when appropriate.

Additional FMNP Delivery tasks:

- 3.15 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
- 3.16 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;
- 3.17 Submit a written request to the ADHS FMNP Manager for authorization to utilize a local agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS

authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;

- 3.18 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;
- 3.19 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market;
- 3.20 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

4. Participant-Centered Nutrition Education

The Contractor shall:

- 4.1 Prepare and submit a two (2) year Nutrition Education Plan for participants to include, but not be limited to:
 - 4.1.1 Adoption and Implementation of the State Nutrition Care Plans for each target group (pregnant, post-partum, breastfeeding women, infants, and children) using a Participant-Centered approach. If the State Nutrition Care Plan is not adopted, please provide an alternative nutrition education plan.
 - 4.1.2 Methodology of how nutrition education is to be delivered including but not limited to audience size, process approach, and materials that will be used to meet educational objectives for each contact, taking into account individual nutrition risks and participant interests. Please include an evaluation component in assessing behavioral change in subsequent visits.
 - 4.1.3 Staff training and mentoring plans and schedules to include but not limited to the nutrition care plan topic or content for each category utilizing emotion-based nutrition education materials and VENA requirements. The plans should address new and current staff as well as the frequency and time of observations of staff skills.
 - 4.1.4 Staff training and mentoring on Participant Centered Education (PCE) skills. PCE is a framework for providing nutrition education that places the participant at the center of the process. The educational process changes from giving information and giving behavior change prescriptions to exploring concerns, uncertainty, and strategies for adopting new behaviors. The plans should address new and current staff as well as the frequency and time of observations of staff skills.
- 4.2 Provide Participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Care Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period.
- 4.3. Provide professional supervision and monitoring of paraprofessional staff providing PCE. All nutrition education and training will be under the supervision of a Registered Dietitian (RD) who shall certify that staff has met the competencies prior to providing services. Dietitians are registered with the Commission on Dietetic Registration (the certifying agency of the American Dietetic Association) and are only able to use the label "Registered Dietitian" when they have been accredited.

With prior written ADHS approval, in lieu of a RD, the Contractor may designate a WIC nutritionist and shall ensure the designated individual(s) have a minimum of an undergraduate degree from an accredited institution in nutrition or home economics, with emphasis in nutritional science.

- 4.4 Provide as often as necessary, high- and medium-risk nutrition education/counseling by a RD to all

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participants deemed high-risk upon assessment, as defined in the WIC PPM. Local agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.

- 4.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended.

Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

- 4.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;
- 4.5.2 The cost of procuring and producing nutrition education materials;
- 4.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;
- 4.5.4 The cost of conducting participant evaluations of nutrition education;
- 4.5.5 The salary and other costs incurred in developing the nutrition education plan; and
- 4.5.6 Other ADHS-approved costs.

- 4.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages.

- 4.7 The local agency will provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

5. Staffing

The Contractor shall:

- 5.1 Designate a WIC Program Director/Manager who is a RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If a RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration.
- 5.2 Provide a RD to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of a RD.
- 5.3 In lieu of a RD and with prior written approval from ADHS, the Contractor shall designate a WIC Nutritionist with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science. Previous WIC and/or community health experience, and/or a Master's or Doctor of Philosophy degree in a related subject are desirable.

- 5.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligibles of the availability of WIC Program and explain the benefits of participation.
- 5.5 Provide an appropriate number of adequately trained certification specialists to provide certification of eligible participants in accordance with the WIC PPM. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.
- 5.6 Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is desirable. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.
- 5.7 Designate a staff person to coordinate breastfeeding promotion and peer counseling and other support activities, to include the development of a plan as set forth in the WIC PPM to insure women participants have access to the promotion and support activities during prenatal and post-partum periods.
- 5.8 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.
- 5.9 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

Additional BFPC Service Staffing:

- 5.10 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.
- 5.11 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.
- 5.12 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.
6. Staff Training
- The Contractor shall:
- 6.1 Provide a two (2) year comprehensive training plan of new and current staff to transition into the certification specialist and nutrition education specialist positions required for the WIC program. This plan shall include a timeline of courses to be taken and passed, completion of staff competency checklist, as well as the observation schedule of staff performance.

- 6.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through the ADHS LMS at www.azdhslearn.gov in accordance with the ADHS WIC PPM.
- 6.3 In addition to state requirements for competency trainings, local agencies must submit an annual plan of providing continuing education and periodic observation of WIC staff to maintain their designation as competent professional authorities with certification specialist and nutrition education specialist designation, to include forty-eight (48) hours of documented training for each staff member in each contract year (October - September). Training does not have to be evenly distributed over the four (4) quarters of the contract year, but some level of training shall be conducted each quarter. The training plan shall include the topics that are to be covered:
- 6.3.1 At least thirty-six (36) hours of WIC current operational guidelines and enhance skills of staff in Value Enhanced Nutrition Assessment (VENA) competencies such as critical thinking skills and communications, nutrition assessment, emotion-based counseling, nutrition care plans, motivational interviewing skills, participant-centered education, and others;
- 6.3.2 Other subjects will include breast-feeding promotion, substance abuse education, food package, and formula prescription; and
- 6.3.3 An additional twelve (12) hours of WIC related education shall be provided and may include areas such as updated AIM operations, updated program policies, rules, and regulations, food instrument issuance, referral procedures, computer skills, customer service, safety, SharePoint for management staff, local agency updates, etc.
- 6.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS Learning Management course on Civil Rights or other courses that will be required by ADHS.
- 6.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the local agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.
- 6.6 Provide one (1) representative for all six (6) iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials.

Additional BFPC Staff Training:

- 6.7 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term.
- 6.8 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment.
- 6.9 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others.
- 6.10 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

7. Data Collection

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The Contractor shall:

7.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.

7.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM.

8. Administrative Services

The Contractor shall:

8.1 In addition to complying with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs;

8.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system. The capital equipment listing will include the following: tag or ID number, description, purchase cost or fair market value on date of donation, purchase or donation date, location, and disposal date,

8.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available,

8.1.3 Obtain written permission from the ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more,

8.1.4 Obtain written permission from the ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal, and

8.1.5 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding \$2,500 if purchased prior to October 1, 2010 and \$5,000 or more beginning on October 1, 2010.

8.2 Submit to ADHS for approval of any policy or procedure that deviates from those set forth in the Arizona WIC PPM;

8.3 Update the Local Agency information on a timely basis on the www.azwic.gov website including but not limited to names of WIC Directors, RDs, nutritionists, clinic staff, clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know;

8.4 Read timely all ADHS posted documents and provide requested response on the ADHS SharePoint site currently under development;

8.5 Maintain documentation records of WIC services according to the WIC PP Manual, including but not limited to;

8.5.1 Signed consent forms for blood work,

8.5.2 Signed Rights and Obligations Form for enrolled participant/files (active and inactive),

8.5.3 Eligible participant files (active and inactive),

8.5.4 Ineligible applicant forms/files,

8.5.5 Monthly Participation Reports by Category and Ethnicity,

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- 8.5.6 Outreach files,
 - 8.5.7 Medical documentation,
 - 8.5.8 Staff files: Trainings attended, skill observations, and annual evaluations,
 - 8.5.9 Documentation of dual participation actions,
 - 8.5.10 Waiting lists (when applicable),
 - 8.5.11 Reconciliation of voided food instruments,
 - 8.5.12 Civil rights file to include documentation and resolution of all civil rights complaints,
 - 8.5.13 Documentation of annual civil rights training of all employees, and
 - 8.5.14 Documentation of WIC Confidentiality and Conflict of Interest forms.
- 8.6 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;
 - 8.7 Correct any regulatory deficiency or discrepancy noted during any of the three Programs' Management Evaluations, Audits, or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;
 - 8.8 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted Program according to the instructions and requirements of the PPM;
 - 8.9 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS;
 - 8.10 Prepare and submit a Final Yearly Closeout CER invoice for each contracted Program reflecting the cumulative expenditures for a Contract year;
 - 8.11 Prepare and submit a WIC Local Agency Annual Cost Summary that matches the amount in the Final Yearly Closeout CER invoice in accordance with the requirements in the WIC PPM;
 - 8.12 Prepare and submit an Annual update on the Two (2) Year Contractor's Outreach and Referral Plan and a progress report on activities accomplished during the year;
 - 8.13 Prepare and submit an Annual update on the Two (2) Year Training Plan and a progress report on activities accomplished during the year;
 - 8.14 Prepare and submit an Annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;
 - 8.15 Prepare and submit an annual Amendment Application in accordance with the individual Program requirements that will include budget breakdown of line items and budget justifications of any budget changes;
 - 8.16 Prepare and submit a Local Agency Annual Summary, using the Self-Evaluation tool in the WIC PPM, (currently under development);
 - 8.17 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM; and

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8.18 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

Additional FMNP Administrative Services

8.19 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

E. Reference Documents

1. Arizona WIC Program Policies and Procedures Manual: Refer to www.azwic.gov/local_agencies_policyManual.htm
2. Arizona FMNP Manual. Refer to http://www.azwic.gov/farmers_market.htm or <http://www.azbnp.gov/wicrfp>.
3. Federal Regulations: Refer to http://www.access.gpo.gov/nara/cfr/waisidx_07/7cfr246_07.html).
7 CFR 246.14: program costs. Item J of this Solicitation, Performance Awards.
4. ~~7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information.~~
5. 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

F. State Provided Items

1. Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request. The Manual is available on line at www.azwic.gov.
2. Hardware and software necessary for operation of the WIC Computer Database System.
3. Learning Management courses for software training and nutrition education courses for staff to complete and/or pass. Go to <http://www.azbnp.gov/wicrfp>.
4. Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card, tentatively scheduled FFY 2014.
5. CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.
6. Nutrition Education Materials for participants.
7. Quarterly Report template (electronic) for Peer Counseling Program.
8. Technical assistance and support.
9. Breastfeeding material lending and library for Peer Counselor use.
10. Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.
11. *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.
12. FMNP Participant Guides.
13. Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.

Contract Number HG050277	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
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- 14. Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.
- 15. Periodic redemption reports for issued checks.
- 16. Formats for required reports.

G. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and /or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

- 1. Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;
- 2. Prepare and submit individual electronic and signed paper copy of the CER invoice, not later than thirty (30) days following the end of each report month of the program year;
- 3. Final CER invoice for each program not later than forty-five (45) days following the end of each Contract year;
- 4. WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than forty-five (45) days following the end of each Contract year; and
- 5. Each Contracted Program's amendment application by no later than April 1 for the following Contract year which contains the following information:
 - 5.1 Request for Caseload to be served;
 - 5.2 Request for budget and budget justification;
 - 5.3 Updated Participant Nutrition Education Plan by May 1st for the following contract year and a progress report of the previous year's activities;
 - 5.4 Updated Outreach and Referral Plan by May 1st of each contract year and a progress report of what has been accomplished;
 - 5.5 Updated Staff Training Plan by May 1st of each contract year and a progress report of previous year's training activities. (May 1 – April 30); and
 - 5.6 Any additional services.
- 6. Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.
- 7. All required responses to federal and state audits and reviews in a timely manner.

H. Performance Standards and Awards

- 1. Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

<u>Caseload Assignment</u>	<u>% Maintained</u>
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Contract Number	INTERGOVERNMENTAL AGREEMENT
HG050277	SCOPE OF WORK

<10,000 participants/month	97%
≥10,000 to <49,999 participants/month	98%
≥50,000 participants/month	99%

2. If, after each quarter of the federal fiscal year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC local agencies in order to fully utilize the resources.

3. Local agencies shall be eligible for one (1) or more of the following awards:
 - 3.1 Any local agency which meets 100% or more of its initial caseload assignment for six (6) months (October 1 through March 31) may receive an award of \$2,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
 - 3.2 Any local agency which meets 98% of its documentation requirement in nutrition education for the previous Contract year may receive an award of \$5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
 - 3.3 Any local agency which maintains an infant formula exception rate below 3% for six (6) months (October 1 through March 31) may receive an award of \$1,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
 - 3.4 Pursuant to 7 CFR 246.14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next Contract year; and
 - 3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each local agency program will receive a proration of the amount based upon the number of exclusively nursing women in their local agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

I. NOTICES, CORRESPONDENCE AND REPORTS

1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
 150 N. 18th Avenue
 Phoenix, Arizona 85007
 Attention: WIC Program Manager

2. Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to:
 (Contractor to complete)

Contractor Gila County Health Dept
 Attention: Ursula Donovan
 Address 5515 S. Apache Ave.
 Address Suite 100
 City, State, ZIP Globe, AZ 85501
 Phone (928) 402-8815
 Fax (928) 425-0794
 Email udonovan@co.gila.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
HG050277	

PRICE SHEET
October 1, 2010 to September 30, 2011

Cost Reimbursement Line Item Budget

WIC Services

Account Classification	Amount
Personnel	\$202,710.00
Employee Related Expenses	\$75,978.00
Professional & Outside Services	\$1.00
Travel Expense	\$9,148.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$21,275.00
Capital Expenditures	\$1.00
Indirect Cost	\$14,292.00
Total	\$323,406.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional & Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

Farmer's Market Nutrition Program Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional and Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

Contract Number	INTERGOVERNMENTAL AGREEMENT
HG050277	PRICE SHEET

Additional terms and conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. ~~Adjustments will be at the discretion of ADHS.~~

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2011 is 1500.

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

Director

Judy Smith
Divisional Program Manager
for Community Services



Deputy Director

Carolyn Haro
Divisional Program Manager
for Health

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

5515 S Apache Ave., Globe, AZ 85501
(928) 425-3189

"Improving the Quality of Life for all Residents"

To: Personnel
cc: Per Diem Contractor
From: Ursula Donovan, Nutrition Services Manager/WIC Director
Date: October 5, 2010
RE: **WIC BREASTFEEDING PEER COUNSELOR MANAGER CONTRACT AGREEMENT**

Mary McMullen will be considered a per diem Contractor for the Gila County Division of Health and Community Services, Nutrition Services Program. This agreement shall be for an initial term of four months commencing on October 15 2010 for 8 hours per week and may be modified or terminated by mutual agreement with 30 days notice, and is subject to funding restrictions. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

The Manager of the WIC Breastfeeding Peer Counselor (BFPC) Program will set-up and organize the day to day activities of the BFPC program in Gila County. The WIC Director will assign and monitor all work performed and the Contractor will report to the WIC Director.

As such she will have the following responsibilities:

- Establishes program goals and objectives.
- Establishes peer counseling program protocols and policies.
- Determines peer counselor staffing needs and assists in recruiting and interviewing potential peer counselors.
- Mentors the new BFPC Supervisor during the first four months of the program, providing routine follow-up and guidance in the early days of the job.
- Holds monthly meetings with Peer Counselors
- Collects documentation records and data as appropriate and prepares quarterly reports to the WIC Director and ADHS.
- ~~Monitors the program, including conducting spot checks~~
- Routinely reports on the program to the WIC Director and works with her to assess the program for ongoing improvements that may be needed.
- Provides the WIC Director all documentation necessary for the quarterly reports to ADHS, along with the bill for services provided that month by the 15th day of the following month.
- Attends trainings/meetings specific for the BFPC program as requested by the WIC Director. Any registration and travel costs related to attending these meetings will be paid by the County, up to \$200 per contract year.
- All services provided by the Provider shall conform to the policies and procedures as defined by the ADHS WIC Program. Provider shall at all times conform with the Agency, State and Federal guidelines pertaining to client confidentiality.
- Gila County will reimburse the provider at a rate of \$20.00 per hour for the above tasks, not to exceed \$2,700.00 during the course of this agreement. The Provider is responsible for local travel and other expenses as an independent contractor

Mary McMullen 10/11/10
Per Diem Contractor Signature Date

Authorized Signature Date
Michael A Pastor, Chairman/BOS

"Approved as to Form" Date

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Linda Rodriguez, Emergency Management

Department: Emergency Management Division: Fairgrounds

Presenter's Name:

Information

Request/Subject

Intergovernmental Agreement (IGA) with the Gila County Community College District for heavy equipment operations classes.

Background Information

On July 26, 2006, the Board of Supervisors approved an IGA with the Gila County Community College District for the period of July 15, 2006, through June 30, 2007. This agreement has expired and should be renewed.

Evaluation

The purpose of the agreement is to set out the understanding of the parties as to their mutual responsibilities and rights in the partnership between Gila County and the College in offering heavy equipment operations classes in Gila County.

Conclusion

This agreement has long expired and should be renewed for heavy equipment operations classes, which commenced in August 2010.

Recommendation

The recommendation is to renew this Agreement immediately.

Suggested Motion

Approval of an Intergovernmental Agreement between Gila County and the Gila County Community College District to continue to provide a workforce training site for the heavy equipment operations classes for the period of August 31, 2010, through June 30, 2011.

Attachments

Link: Community College IGA

When recorded, deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors



CAPTION HEADING:

Agreement

Between

Gila County Board of Supervisors

and

Gila County Community College District

August 31, 2010

DO NOT REMOVE

This is part of the official document

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GILA COUNTY, ARIZONA

AND

GILA COUNTY COMMUNITY COLLEGE DISTRICT

August 15, 2010 to June 30, 2011

THIS AGREEMENT is made between the GILA COUNTY BOARD OF SUPERVISORS (hereafter "GILA") and GILA COUNTY COMMUNITY DISTRICT hereafter "COLLEGE"):

PURPOSE:

The purpose of this agreement is to set out the understanding of the parties as to their mutual responsibilities and rights in the partnership between GILA and COLLEGE in offering Heavy Equipment Operations in Gila County.

GILA AGREES:

- A. To provide on-site space at the Gila County Fairgrounds in Globe and an area in Payson for students to operate heavy equipment.
- B. To provide heavy equipment for training including, but not limited to, motor grader, backhoe, and water truck.
- C. To agree that students will follow the COLLEGE policies for behavior and safety while near the equipment.

THE COLLEGE AGREES:

- A. To provide classroom space for the lecture portion of Heavy Equipment Operations.
- B. To provide evidence of \$5 million liability insurance for the operation and use of the Gila County Fairgrounds.

- C. To reimburse GILA for fuel used during heavy equipment training at Gila County Fairgrounds.
- D. To reimburse GILA for equipment damage caused during heavy equipment training at Gila County Fairgrounds.
- E. To utilize the facilities for instructional or instructional-related purposes only.
- F. The COLLEGE shall be responsible for the Heavy Equipment Operations' curriculum.
- G. The COLLEGE shall hire a qualified instructor and any other personnel needed to offer this program.

MUTUAL OBLIGATIONS:

- A. That COLLEGE'S adopted policies and procedures are applicable to all persons performing or receiving services under this agreement.
- B. Each party shall retain complete jurisdiction over such programs of its own that are outside of this agreement. Nothing in this agreement shall be construed to establish a joint venture.
- C. The parties to this agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.
- D. The terms of this agreement shall commence upon the date this agreement is executed and shall expire on the 30th day of June, 2011. Thereafter the agreement may be extended for additional periods by written approval of both parties. Either party may at any time cancel this agreement or renewal thereof, without cause, by giving sixty (60) days advance written notice by certified mail or personal delivery. Thereafter, this agreement shall become null and void.
- E. Upon termination of this agreement, equipment furnished or purchased by GILA shall be retained by GILA and equipment furnished or purchased by the COLLEGE for the program shall be retained by the COLLEGE.

///

F. The COLLEGE agrees to indemnify and hold harmless GILA from all injuries to persons or property caused by acts or omission of the COLLEGE arising out of the COLLEGE'S activities under this agreement. GILA agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of GILA arising out of GILA'S activities under this agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other.

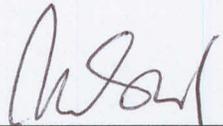
G. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties have executed this agreement on this ____ day of _____, 2010.

GILA COUNTY, ARIZONA

**GILA COUNTY COMMUNITY
COLLEGE DISTRICT**

Michael A. Pastor Date
Chairman

 9-23-10

Robert S. Ashford Date
Chairman

Conditions precedent to the execution of this agreement: ATTORNEY OF RECORD:
To determine that this agreement is in proper form and is within the power and authority of the laws of Arizona.

Bryan B. Chambers Date
Chief Deputy
COUNTY ATTORNEY
County of Gila

///

DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Agreement between the Gila County Board of Supervisors and Gila Community College, Gila County Attorney Daisy Flores has represented the Gila County Board of Supervisors and the Gila Community College.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the Agreement on behalf of the Gila County Board of Supervisors and the Gila Community College, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Agreement and the Gila County Board of Supervisors and the Gila Community College are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7.

Arizona Ethical Rule 1.7 is as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third-person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

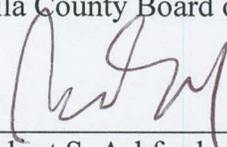
Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

Date

9-23-10

Date

Michael A. Pastor
Chairman
Gila County Board of Supervisors



Robert S. Ashford
Governing Board Chairman
Gila Community College District

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Linda Rodriguez, Emergency Management

Department: Emergency Management Division: Fairgrounds

Presenter's Name:

Information

Request/Subject

Cobre Valley Regional Medical Center Foundation's fee waiver request for the use of the Gila County Fairgrounds Exhibit Hall.

Background Information

The Cobre Valley Regional Medical Center Foundation is a group of community-minded citizens who work to help supplement the programs and equipment offered through the hospital. They will be holding an art and wine auction event. There is no conflict with the date, security will be provided, and the insurance certificate will be provided prior to the event.

Evaluation

The Fairground's Exhibit Hall is the most viable location for the art and wine fundraiser and it is their hope that the County can partner with the Foundation by reducing or waiving the rental fee.

Conclusion

The Cobre Valley Regional Medical Center Foundation is a vital and integral part of the community and deserves the County's support.

Recommendation

It is in the best interest of the County to support this Foundation.

Suggested Motion

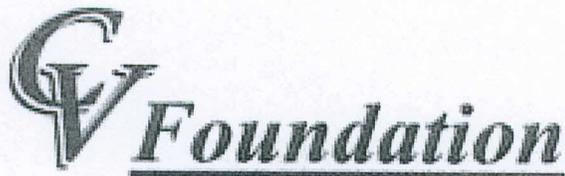
Approval of the Cobre Valley Regional Medical Center Foundation's request to waive the fees for the use of the Exhibit Hall at the Fairgrounds for their art and wine auction event to be held on Thursday, November 4, 2010.

Attachments

Link: Request for Waiver

Link: Foundation F.G. Application

CC: T. Martin 9117110
S. Dawson
D. McDaniel
M. Sheppard



RECEIVED

AUG 27 2010

GILA COUNTY - DISTRICT II
BOARD OF SUPERVISORS

August 24, 2010

Mr. Mike Pastor, Chairman
Gila County Board of Supervisors
1400 East Ash Street
Globe, AZ 85501

Dear Mr. Pastor,

The Cobre Valley Regional Medical Center Foundation is a group of community-minded citizens who work to help supplement the programs and equipment offered through the hospital. Monies raised through the Foundation have gone into furnishing a new birthing suite, imaging and lab equipment and more.

None of this would be possible without the support of the communities and residents of southern Gila County. Our fundraising events in the past have included pro-am golf tournaments, formal dinners, dances and our latest endeavor, an art and wine auction. This year will be our third for the art auction and we hope it continues to grow at the pace we have seen in the past two years.

As we grow, so must the venue, which leads me to my request. The fairground's hall is the most viable location for the fundraiser, which we have scheduled for the evening of Thursday, November 4. We have tentatively reserved the exhibit building and are hoping the county can partner with us by possibly reducing or even waiving the rental fee. We understand the difficult times we all face, but hope you will agree with us that the hospital is a vital, integral part of the community that deserves our support. If there is any help the county is able to offer in this regard, we would be most grateful.

Thank you for considering our request.

Sincerely,

A handwritten signature in cursive script that reads 'Ellen Kretsch'.

Ellen Kretsch
Cobre Valley Regional Medical Center
Foundation Chairman

EK:ja

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:		Coble Valley Reg. Medical Center <i>Foundator</i>			
Address of Individual or Organization:		Hospital Drive, Globe, AZ			
Function to be Held:		Art/Wine Auction			
Contact Person for Event:		Ellen Kretsch / Jane Allen			
Telephone No.:		(928) 425-4495			
Date(s) Requested:		11-4-10	thru	11-4-10	
Time of Event:		5:30pm	to	8pm	
Estimate How Many People Will Attend Event:		150-200			
Liquor License No. and Sold by (Name):		CYRMC Foundation		Served only?	<input checked="" type="checkbox"/>
Will this event be public or private?		<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Public		
If public, would you like this event listed on the Gila County Fairgrounds webpage?		<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Information to be posted on webpage:		Is there an entrance fee?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Adults:	\$ 10 ⁻	Children:	\$	Seniors:	\$

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

Total Fee:

First Day of Event - \$350.00	
Each Additional Day of Event - \$250.00	Days
<i>(\$50.00 of cleaning deposit is non-refundable)</i> Cleaning Deposit \$150.00	
Key Deposit - \$25.00	

Commercial Building: Capacity is 320 people.

First Day of Event - \$200.00	
Each additional Day - \$100.00	Days

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

ATV Grounds \$75.00 per day; \$300.00 per week (5 days)

Days	
------	--

Rodeo Arena First Day of Event - \$1,200.00 + set up charges
\$ 150.00 for each additional day
\$25.00 per hour for lights

Days	
Hours	

Grandstand Area First Day of Event - \$500.00
\$150.00 each additional day

Days	
------	--

<input type="checkbox"/> Livestock Shed A (60 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Livestock Shed B (80 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Livestock Shed C (30 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Horse Stall(s)	\$10.00 Each per day	EA	Days
<input type="checkbox"/> Car Track/Motor Cross	\$150.00 per day	Days	
<input type="checkbox"/> Other Areas at Fairgrounds	\$150.00 per day	Days	

TOTAL FEE(S) DUE:

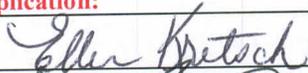
ALL MONIES MUST BE PAID IN FULL IN ADVANCE OF EVENT

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security personnel for events where:
 - a. Alcohol/liquor is served or sold;
 - b. Events are offered for public attendance;
 - c. More than 150 persons are expected to attend a private event;
 - d. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County through the County;
 - e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 150 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Board's policy not to allow alcohol/liquor outside the building. Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. The key deposit must be paid prior to picking up the key from the Fairgrounds between the hours of 6:00am and 2:30pm. Fairgrounds office: **925-425-5924**. Security arrangements and payment of all fees must be verified prior to key being released. Key must be returned to Fairgrounds personnel prior to key deposit refund.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Board of Supervisors. The event contact will be notified by mail of waiver status.
9. The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.
10. If you received this application by mail or download from the internet (www.gilacountyaz.gov), please mail the completed document with original signature to:

Gila County Emergency Management-Fairgrounds
5515 S. Apache Ave., Ste 400
Globe, Arizona 85501
11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by the Department of Emergency Management. Call 928-402-8762 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Board of Supervisors.

I have read and understand this application:

Applicant Signature:		Date:	9-20-10
Fairgrounds Personnel Signature:		Date:	9-22-10

(Do not write below this line)

E.M./F.G. Checklist:			
Conflict with dates:		Rental Fees:	
		Approved:	Disapproved:
Signature:			9/22/10
	Emergency Management Director		Date
Signature:			Date
	Gila County Board of Supervisors		

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Shannon Coons, Public Works Division
Department: Public Works Division Division: Administration
Fiscal Year: 2011 Budgeted?: Yes
Contract Dates - Begin & End: October 1, 2010-September 30, 2011
Grant?: Yes
Matching Requirement?: No Fund?: Renewal
Presenter's Name: Steve Stratton

Information

Request/Subject

Tonto National Forest Cross Boundary Modification No. 2

Background Information

Initial Challenge Cost Share Agreement was approved in April 2009. It was Titled: Gila County Cross Boundary Fire Management Projects. Its purpose is to improve fire management activities on FS and Public Lands. Project 1 was for equipment to store water in the Forest in strategic areas for initial fire attack. Also, provide roll off dumpsters for green waste for the communities. This was completed on September 24, 2010. Project 3 was to provide maintenance/upkeep of 5 brush pits in the district used by the public to dispose of green waste. This project concluded on July 12, 2010.

Project 2 is intended to develop a training program and provide training for 12 fire departments in Northern Gila County. 83% of the program was completed and paid but due to scheduling conflicts between the Forest Service and Fire Departments the remaining training was not completed before the September 30, 2010 deadline. The Forest Service would like training in the final phase to continue.

Evaluation

Gila County has not had a major fire in a few years and we believe it is due in part through the efforts of this agreement. The local fire departments have invaluable training that may not have otherwise been organized.

Conclusion

Continuing this project until it is complete is the wish of the Fire Departments of Northern Gila County and the Tonto National Forest agency.

Recommendation

Please sign and approve the Modification No. 2 to extend the Cross Boundary agreement to September 2011.

Suggested Motion

Approval of Modification No. 2 to Challenge Cost Share Agreement No. 09-CS-11031200-015 between Forest Service, U.S. Department of Agriculture, Tonto National Forest and Gila County to extend the term of the Agreement from October 1, 2010, through September 30, 2011.

Attachments

Link: Tonto Forest Challenge Cost Share 2009 Original Agreement

Link: Tonto Forest Challenge Cost Share Agreement Modification 1

Link: Tonto Forest Challenge Cost Share Agreement Modification 2

CHALLENGE COST SHARE AGREEMENT
BETWEEN
FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE
TONTO NATIONAL FOREST
AND
GILA COUNTY

This CHALLENGE COST SHARE AGREEMENT is entered into by and between the U.S. Forest Service, Tonto National Forest hereinafter referred to as Forest Service and Gila County hereinafter referred to as the Cooperator, under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154.

TITLE: GILA COUNTY CROSS BOUNDARY FIRE MANAGEMENT PROJECTS

A. PURPOSE:

The purpose of this Agreement is to allow the Forest Service and the Cooperator to work together on projects to improve fire management activities on Forest Service and Public Lands. This agreement is intended to facilitate direct funding and implementation (purchase and installation) of three fire management projects.

Project 1 - Upgrade/replace 5 water bladders, tanks, pumps, and equipment located on forest land and increase the number of roll off dumpsters placed in strategic places across the district for disposal of unwanted biomass in Gila County. The roll offs will be mobile and placed in various Rim Country communities so people can dispose of their biomass. The dumpsters will then be hauled to a local pit or landfill. All materials and labor for this project will be provided and installed by Gila County. Reimbursement for materials purchased by the Cooperator will be as specified in the attached Project 1 Financial Plan (**Tab A**).

Location of tanks will be Round Valley, Indian Gardens, La Cienga, Colcord, and Pine.

Project 2 - Develop a training cache and training program, and provide training for 12 fire departments in Northern Gila County. The following departments will be offered the training program: (12) – Gisela – Round Valley/Oxbow – Payson – East Verde Estates – Pine/Strawberry – Whispering Pines – Geronimo Estates – Beaver Valley – Houston Mesa – Hell’s Gate – Tonto Village – Christopher Kohl’s.

Training will be available to Gila County Fire Department personnel. The training will be conducted by Gila County or State of Arizona employees. Students will receive a North West Coordinating Group (NWCG) Certificate upon completion of the training of each course. The training program will include all the required materials to train Fire Fighter 1, 2, and Engine Boss. All materials and instructors will be provided by Gila County and reimbursed by the Forest Service as specified in the attached Project 2 Financial Plan (**Tab B**).

Project 3 – Provide maintenance/upkeep, better described as management and operation, of 5 brush pits across the district.

Brush Pits:

- Main Pits – Pine & Blattner
- Chase Creek at Verde Glen Whispering Pines Fire maintains
- Purley Pit off the Control Road
- North Payson
- Buckhead Mesa Landfill

These are places the public can dispose natural material generated from properties. This is a free service to the public, but there is a cost to the Regional Payson Area Project group to maintain the pits.

The duties to be performed include, but are not limited to:

- Opening and staffing the brush pits
- Inspecting loads coming into the pits to insure they only contain acceptable green waste
- Coordinating with Forest Service and local fire departments when green waste is to be burned
- Coordinating with vendor when green waste is to be chipped, hauled away and recycled. (Chipping and hauling by the vendor is done on a no cost/no revenue basis.)

Reimbursement by the Forest Service for salary and equipment provided by the Cooperator will be as specified in the attached Project 3 Financial Plan (**Tab C**)

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Mutual benefits:

1. **Project 1:** Having the tanks in place filled with water saves time during initial attack. The roll off dumpsters will save Forest Service labor related to burning the biomass on Forest Service land. Without the bladders and tanks the Forest Service would have to order local water tenders with pumpkins to use as a water source for engines and helicopters for fire suppression.
2. **Project 2:** This will save the Forest Service in training material and labor related to instructing the local Fire Districts in wildland fire. In the past, the Forest Service has contributed training material and instructors if available.
3. **Project 3:** Mutual benefit will be the operation and maintenance of disposal pits for natural materials for Gila County land owners and less trash on Forest Service lands.

The benefits to the Cooperator are:

4. **Project 1** will provide additional water sources for fire suppression on private land.
5. **Project 2** will provide better trained Gila County fire fighters who can respond to assist on Tonto NF when needed.
6. **Project 3** will provide brush disposal pits for Gila County land owners

The benefits to the Forest Service are:

1. **Project 1** will provide additional water sources for fire suppression on forest land.
2. **Project 2** will provide a better trained fire department who can respond to assist on Tonto NF and Gila County lands.
3. **Project 3** will provide a reduction of trash disposal on Forest Service lands.

C. FOREST SERVICE SHALL:

1. Reimburse the Cooperator for agreed upon costs outlined in the attached Project Financial Plans.
 - a. Project 1 - (Tab A)
 - b. Project 2 - (Tab B)
 - c. Project 3 - (Tab C)
2. Monitor progress on all projects through completion.

D. THE COOPERATOR SHALL:

1. Provide the facility and materials for training.
2. Provide all materials and labor for all 3 projects except what is agreed to be reimbursed by the Forest Service on the attached Financial Plans (Tab A, B & C)
3. Provide an accomplishment report to the Forest Service Project Manager who will provide a copy to the Grants and Agreements Specialist for the official 1580 file.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withholding advance payments otherwise due to the cooperator.
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt.

2. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
3. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. Equipment and supplies approved for purchase under this instrument are available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of equipment and supplies, valued over \$5,000.00 per unit, purchased by the recipient/cooperator using any Federal funding. Upon expiration of this instrument the recipient/cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment

purchased throughout the life of the project and unused supplies. Disposition instructions will be issued by the Forest Service within 120 calendar days.

4. **MODIFICATION**. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
5. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to this agreement shall be retained for a period of 3 years.
6. **FREEDOM OF INFORMATION ACT (FOIA)**. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
7. **NONDISCRIMINATION**. The recipient/cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that ***"This institution is an equal opportunity provider."***

8. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
9. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
10. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations and individuals.
11. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.
12. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Excess funds shall be refunded within 60 days after the effective period.

13. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Forest Service Project Contact

Don Nunley,
Payson Ranger District
1009 East Hwy 260
Payson, AZ 85541
Phone: 928.474.7977
FAX: 928.474.7954
E-Mail: dnunley.fs.fed.us

Cooperator Project Contact

John Nelson, Manager
Gila County
1400 East Ash Street
Globe, AZ 85501
Phone: 928.402.8754
FAX: 928.425.0319
E-Mail: jnelson@co.gila.az.us

Forest Service Administrative Contact

Sherry Smith
Grants & Agreements Specialist
Tonto National Forest
2324 E. McDowell Rd.
Phoenix, AZ 85006
Phone: 602.225.5383
FAX: 602.225.5361
E-Mail: sherrysmith@fs.fed.us

Cooperator Administrative Contact

Pam Fisher
Gila County
714 S. Beeline, Suite 201
P. O. Box 2297
Payson, AZ 85547
Phone: 928.474.2029
FAX: 928.472.5399
E-Mail: pfisher@co.gila.az.us

14. **AVAILABILITY OF FUNDS.** Funds in the amount of \$125,000.00 are currently available for performance of this instrument through September 30, 2009. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond September 30, 2009, until funds are made available to the Forest Service for performance and until the recipient/cooperator receives notice of availability by written modification by the Forest Service.
15. **DUNS NUMBER (:** The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
16. **ELECTRONIC FUNDS TRANSFER (EFT):** The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
1. The payment recipient does not have an account at a financial institution.
 2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
 3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

17. PAYMENT/REIMBURSEMENT. Reimburse the cooperator for the Forest Service's proportionate share, (**Project 1** 61.82 percent, **Project 2** 58.97 percent and **Project 3** 100 percent) of actual expenses incurred, not to exceed \$125,000.00, as shown in the incorporated Financial Plans. The cooperator is approved to submit annual billing(s). The Forest Service will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

Send original to:
USDA Forest Service
Albuquerque Service Center
Payments-Grants & Agreements
101B Sun Ave. NE

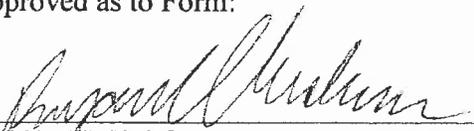
Albuquerque, NM 87109
Phone: (877) 372-7248
FAX: (877) 687-4894

Send copy to:
Attn: Don Nunley
USDA Forest Service
Tonto National Forest
Payson RD,
1009 East Hwy 260
Payson, AZ 85541
Phone: 928.474.7977
E-Mail: dnunley@fs.fed.us

18. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's product or activities.
19. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
20. ANNUAL OPERATING/FINANCIAL PLAN. The attached AOP/financial plans are hereby incorporated and become a part of this agreement.
21. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2009 at which time it will expire unless extended.
22. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Approved as to Form:

 3/19/09

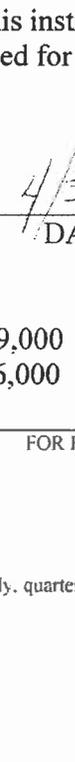
 DAISY FLORES DATE
 County Attorney

GILA COUNTY

USDA FOREST SERVICE
 TONTO NATIONAL FOREST

 3/24/09

 SHIRLEY DAWSON DATE
 Chairman, Board of Supervisors

 4/3/09

 GENE BLANKENBAKER DATE
 Forest Supervisor

The authority and format of this instrument has been reviewed and approved for signature.

 4/3/09

 SHERRY J. SMITH DATE
 FS Agreements Coordinator

Job Code - SPS212 - \$89,000
 SPCF12 -\$36,000

FOR FOREST SERVICE USE ONLY

Agreement #	09-CS-11031200-015
Spending Limit for FY 09	\$125,000.00
Burden (overhead rate)	
Job Code	SPS212 (\$89,000) SPCF12 (\$36,000)
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual)	annual
Vendor ID (multiple partners?)	
If Federal, Agency Location Code	
Program Manager and Phone #	Don Nunley, (928) 474-7977
Termination Date	9/30/2009

Agreements Financial Plan (Long Form)

1. Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS				COOPERATOR CONTRIBUTIONS						(m) Total				
	(a) Non-Cash	(b) In-Kind	(c) Obligation to Pay Coop. Expenses	(d) Non-Cash	(e) In-Kind	(f) Cash	(g) Cash		(h) Non-Cash			(i) Federal	(j) Non-Fed	(k) In-Kind	(l) Federal
							Non-Fed	Federal	Non-Fed	Federal					
Direct Costs															
Salaries/Labor				\$16,130.80											\$16,130.80
Travel															\$0.00
Equipment			\$64,000.00	\$3,900.00											\$67,900.00
Supplies				\$19,500.00											\$19,500.00
Materials															\$0.00
Printing															\$0.00
Other															\$0.00
Other															\$0.00
Subtotal	\$0.00	\$0.00	\$64,000.00	\$39,530.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,530.80
Indirect Costs	\$5,120.00														\$5,120.00
Total	\$5,120.00	\$0.00	\$64,000.00	\$39,530.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108,650.80

Matching Costs Determination	
Total Forest Service Share = (a+b+c)/(o) = (p)	(p) 63.62%
Third Party Contribution-- Federal = (h+i+j)/(o) = (q)	(q) 0
Total Federal Share = (p+q) = (r)	(r) 63.62%
Total Cooperator Share [(d+e+f+g+i+k) - (n)] / (o) = (s)	(s) 36.38%
Total (r+s) = (t)	(t) 100.00%

(n) Estimated Program Income (subtract from total of column (m):
(o) Net Total Project Value: \$108,650.80

Reimbursement Calculation
Forest Service reimbursement percent (as % of expenses directly incurred by the Cooperator-- i.e., Cooperator's non-cash and cash contributions only-- that are subject to Forest Service reimbursement)
(c)/[(c+d+f) - (n)] = (u)
61.82%
Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in agreement provisions) and multiplied by 61.82%
(u) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c).

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(f), should provide a cost analysis of the corresponding matrix columns, (a)-(f), above, e.g. matrix column (a) FS Non-Cash Contribution should be analyzed under block (a), below, and matrix column (b) In-Kind Contribution should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, that is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate or months x FOR rate, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials—list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

8% indirect costs \$5,120

Column (a)

FS Non-Cash Contribution

Column (b)

FS In-Kind Contribution

Column (c)

FS Obligation to Pay Coop.

PROJECT 1 -5 Water bladders/tanks/pumps/equipment @\$11,000.00 ea = \$55,000.00 + 2 Roll off dumpsters @ \$4,500.00 ea = \$9,000 Total \$64,000

Column (d)

Coop. Non-Cash Contribution

Gila County is providing labor and vehicles for the transportation and setting up of these rolloffs for biomass disposal, the non-cash contribution for the cost of the truck with operator to move the rolloff is \$329.20 per trip. Based on last year's estimate of 49 trips the total would be Salary \$16,130.80. The non-cash contribution for the each setup of the bladder/tanks for water storage is as follows: labor \$2500, \$500 parts, transportation \$900 for a total of Equipment: \$3900. The water storage locations are at Round Valley, Indian Gardens, La Cienega, Colcord, and Pine. \$3900 x 5 locations =Supplies \$19,500

Column (a) Forest Service

Coop. In-Kind
Contribution

Column (f)

Coop. Cash
Contribution

Column (g)

Coop. 3rd Party
Cash-Non Fed.

Column (h)

Coop. 3rd Party
Cash-Fed.

Column (i)

Coop. 3rd Party
Non-Cash Non-
Fed.

Column (j)

Coop. 3rd Party
Non-Cash Fed.

Column (k)

Coop. 3rd Party In-
Kind Non-Fed.

Column (l)

Coop. 3rd Party In-
Kind Fed.

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market.

- (a) Forest Service Non-Cash Contribution: Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Forest Service.
- (b) Value of Forest Service In-Kind Contribution: Forest Service contributions toward completion of the project for which the Forest Service has incurred no expense. These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.
- (c) Forest Service Obligation to Pay Cooperator Expenses: This is the maximum Forest Service funding to be obligated under the agreement for advance or reimbursement of the Forest Service share of cooperator expenses. This is an expense to the Forest Service.
- (d) Cooperator Non-Cash Contribution: Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Cooperator.
- (e) Value of Cooperator In-Kind Contribution: Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has incurred no expense. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.
- (f) Cash Contribution to the Forest Service: Cooperator cash contribution provided to the Forest Service for use in completing the project. This is an expense to the Cooperator. Display by Cost Element where these funds will be expended. Be sure to cite a collection authority in the Agreement if this column is used.
- (g) Third Party Cash Contribution Non-Federal: Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.
- (h) Third Party Cash Contribution Federal: Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.
- (i) Third Party Non-Cash Contribution Non-Federal: Non-cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element Expenditures.
- (j) Third Party Non-Cash Contribution Federal: Non-cash contribution provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element Expenditures.
- (k) Third Party In-Kind Contribution Non-Federal: In-kind contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element Expenditures.
- (l) Third Party In-Kind Contribution Federal: In-kind contribution provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element Expenditures.
- (m) Gross Total Project Value: The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.
- (n) Estimated Program Income: The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.
- (o) Net Total Project Value: The sum of all the values provided toward the project with Estimated Project Income taken into consideration. This figure reflects the true estimated cost of the project.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-New. The time required to complete this information collection is estimated to average XX minutes/hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(l), should provide a cost analysis of the corresponding matrix columns, (a)-(l), above, e.g. matrix column (a) FS Non-Cash Contribution should be analyzed under block (a), below, and matrix column (b) In-Kind Contribution should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, that is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate or months x FOR rate, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials --list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

Column (a)

8% indirect costs

FS Non-Cash Contribution

Column (b)

FS In-Kind Contribution

Column (c)

FS Obligation to Pay Coop.

Training Materials (See attached List #1) BWFF x 35 students \$1,093.60 FFT1 X 35 students - \$3,828.80 ENGB costs X35 \$6,464.19 Total \$11,386.59 plus Other (See attached Tool & PPE List #2) \$24,117.45 Total reimbursed to Cooperator \$35,504.04

Column (d)

Coop. Non-Cash Contribution

Column (a) Forest Service

Coop. In-Kind
Contribution

Column (f)

Coop. Cash
Contribution

Column (g)

Coop. 3rd Party
Cash-Non Fed.

Column (h)

Coop. 3rd Party
Cash-Fed.

Column (i)

Coop. 3rd Party
Non-Cash Non-
Fed.

Column (j)

Coop. 3rd Party
Non-Cash Fed.

Column (k)

Coop. 3rd Party In-
Kind Non-Fed.

Column (l)

Coop. 3rd Party In-
Kind Fed.

The Hellsgate Fire Department as a cooperator for Gila County will be providing the facility to store the training materials and the site for the training for all fire departments within the rim communities. **Salary/Labor - Instructor \$18.50/hr x 8 hours = \$148 Travel 3 Instructors x 50 days = \$22,200 Other: Facility Daily Rate \$50/day x 50 days = \$2500**

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market.

- (a) Forest Service Non-Cash Contribution: Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Forest Service.
- (b) Value of Forest Service In-Kind Contribution: Forest Service contributions toward completion of the project for which the Forest Service has incurred no expense. These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.
- (c) Forest Service Obligation to Pay Cooperator Expenses: This is the maximum Forest Service funding to be obligated under the agreement for advance or reimbursement of the Forest Service share of cooperator expenses. This is an expense to the Forest Service.
- (d) Cooperator Non-Cash Contribution: Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Cooperator.
- (e) Value of Cooperator In-Kind Contribution: Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has incurred no expense. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.
- (f) Cash Contribution to the Forest Service: Cooperator cash contribution provided to the Forest Service for use in completing the project. This is an expense to the Cooperator. Display by Cost Element where these funds will be expended. Be sure to cite a collection authority. In the Agreement if this column is used.
- (g) Third Party Cash Contribution Non-Federal: Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.
- (h) Third Party Cash Contribution Federal: Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.
- (i) Third Party Non-Cash Contribution Non-Federal: Non-cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element Expenditures.
- (j) Third Party Non-Cash Contribution Federal: Non-cash contribution provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element Expenditures.
- (k) Third Party In-Kind Contribution Non-Federal: In-kind contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element Expenditures.
- (l) Third Party In-Kind Contribution Federal: In-kind contribution provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element Expenditures.
- (m) Gross Total Project Value: The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.
- (n) Estimated Program Income: The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.
- (o) Net Total Project Value: The sum of all the values provided toward the project with Estimated Project Income taken into consideration. This figure reflects the true estimated cost of the project.

Burden Statement

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Gila County Cross Boundary Proposal

1) Upgrade/replace 5 water bladders, tanks, pumps, and equipment.
 Increase # of roll off dumpsters placed in strategic places across the district for disposal of unwanted biomass in Gila County.

Water bladders/tanks/pumps/equipment	5	\$11,000/each	\$55,000
Roll off dumpsters	2	\$4,500/each	\$9,000
		Total	64,000

Cost/share benefit to Forest Service of \$5,500

2) Develop a training cache and training program for the following 12 fire departments in Northern Gila County. The following departments will be offered the training program:
 (12) – Gisela – Round Valley/Oxbow – Payson – East Verde Estates – Pine-Strawberry – Whispering Pines – Geronimo Estates – Beaver Valley – Houston Mesa – Hell’s Gate – Tonto Village – Christopher Kohl’s

The training program will include all the required material to train Fire Fighter 1, 2, and Engine Boss:

BWFF/FFT2:	FFT1:	Engine Boss:	
I-100	S-131	S-290	S-270
L-180	S-133	S-230	S-260
S-190	S-211	I-200	S-234
<u>S-130</u>	<u>S-212</u>	<u>L-280</u>	<u>S-231</u>
\$1,093.60	\$3,828.80	\$6,464.19	TOTAL Training: \$11,386.59

See attached sheets for itemized costs.

Tools, hoses, nozzles, misc - See attached list for the specific items to be purchased
 35 sets of PPE (55 shirts)

Total Cache costs: \$24,117.45

Cost/share benefit to Forest Service of \$6,700

3) Maintenance/upkeep of the 5 brush pits across the district. These are places the public can dispose natural material generated from properties. This is a free service to the public, but there is a cost to the Regional Payson Area Project group to maintain the pits.

Brush Pits:

Main Pits – Pine & Blattner

Chase Creek at Verde Glen Whispering Pines Fire maintains

Purley Pit off the Control Road

North Payson

Buckhead Mesa Landfill

Maintenance of brush pits is better described as management and operations of the brush pits. The duties to be performed include, but not limited to:

- Opening and staffing the brush pits

- Inspecting loads coming into the pits to insure they only contain acceptable green waste
- Coordinating with Forest Service and local fire departments when green waste is to be burned
- Coordinating with vendor when green waste is to be chipped, hauled away and recycled. (Chipping and hauling by the vendor is done on a no cost/no revenue basis.)

Estimated Cost:

500 hrs. @ \$45.00/hr	\$22,500
Mileage @ (IRS Rate)	\$ 2,000
Misc. Maintenance including entrance roads	<u>\$ 500</u>
Total	\$25,000

Cost/share benefit to Forest Service of \$2,000

TOTAL COSTS (with a \$14,200 cost-share)

1) \$64,000

2) \$35,504.04

3) \$25,000

TOTAL = \$124,504.04



HC 4 Box 15
3675 East Hwy
260
Star Valley, Arizona 85541
Office: 928-474-3835 . Fax: 928-468-0300

Office: 928-474-3835
Fax 928-468-0300

To: Chief Gary W. Hatch
From: Capt Rick Heron
Date: April 25, 2008
Subject: Cost Breakdown for Training Cache and Training Program

SUMMARY:	Cache Order Total	\$24,117.45
	BWFF Cost X 35 Students	\$ 1,093.60
	FFT1 Costs X 35 Students	\$ 3,828.80
	ENGB Costs X 35 Students	<u>\$ 6,464.19</u>
		\$35,504.04
	Department Incurred Costs	\$(6624.00)

Chief:

Attached is the cost breakdown for the training cache. It ended up being 35 sets of PPE for training. If we cap all the classes at that 35, then we shouldn't run into any issues. The total cost for equipment came in around \$25,000. Some of that like the gloves, pants, and hose needs to be considered expendable items and will need to have a replacement annually after inventory.

The classes required per NWCG 310-1 (April 2006 ed.) for engine boss are broken down as follows:

FFT2

Required:	I-100	Recommended:	None
	L-180		
	S-190		
	S-130		
Hours :	40 hours (min)		
Cost :			
	Instructor	\$25.00/hour	\$1000.00
	Manuals		
	Instructor	\$31.00	\$ 31.00
	Student	\$2.36/each	<u>\$ 82.60</u>

\$1093.60

FFT1

Required: S-131 Advanced Recommended: S-212 Saws
 S-133 Look Up, Down S-211 Pumps

Cost :

S-131 8 hour class
 Instructor \$25.00/hour \$200.00

Manuals

Instructor	\$6.56	\$ 6.56
DVD		\$ 2.34
NIMS Guide		\$ 1.17
Student	\$. 64 each	<u>\$. .64</u>
		\$210.71

S-211 (24 hours)

Instructor	\$25.00/hour	\$ 600.00
5 Asst. Inst.	\$25.00/hour x 8hours	\$1000.00

Manuals

Instructor	\$11.75	\$ 11.75
CD ROM		\$ 1.42
Water Handling Equip Guide		\$ 2.16
4 Videos		\$ 10.90
Friction Loss Calculator	6.37/each	\$226.45
Student	\$ 1.33 x 35 students	<u>\$ 39.90</u>
		\$1892.58

Additional Costs (incurred by department)

Pumps, Apparatus, Fuel

(5) Type 6	\$76.00/hour x 8	\$3040.00
(1) Type 6	\$76.00/hour x 16	<u>\$1216.00</u>
		(\$4256.00)

S-212 (36 hours)

Instructor	\$25.00/hour	\$ 900.00
5 Asst Inst	\$25.00/hour x 8 hours	\$1000.00

Manuals

Instructor	\$9.75	\$ 9.75
CD ROM		\$ 1.62
DVD		\$ 2.73
Student	\$1.72	<u>\$ 60.20</u>

\$1974.30

Additional Costs (incurred by department)

16 Saws	\$16.00.hour x8 hrs	\$2048.00
10 Chains	\$32.00 /chain	<u>\$ 320.00</u>

(\$2368.00)

Total Cost for FFT1

Instructor Costs and Manuals	\$ 3828.80
Department Costs for Equipment	\$(6624.00)

ENIGNE BOSS

- Required: S-290 Intermediate Fire
 S-230 Crew Boss
- Recommended: I-200 Basic ICS
 L-280 Followership to Leader
 S-270 Basic Air
 S-260 Business Management
 S-234 Ignitions
 S-231 Engine Boss

Cost:

S-290 (32 hours)		
Instructors	\$25.00 hour	\$ 800.00
IMET (usually per diem only)	200.00/day	\$ 400.00
Manuals		
Instructor		\$ 18.56
CD ROM		\$ 1.05
Flame Field Guide and CD	2.21/each	\$ 77.35
Student	\$3.44/each	<u>\$120.40</u>
		\$1417.36
S-230 (32 hours)		
Instructor	\$25.00 hour	\$800.00
Manuals		
Instructor		\$13.31
CD ROM		\$ 1.68
DVD		\$ 3.78
Topo Maps		\$ 81.20
Student	\$1.81/each	<u>\$63.35</u>
		\$963.33
S-231 (12 hours)		
Instructor	\$25.00 hour	\$300.00
Manuals		
Instructor		\$8.47
CD ROM		\$1.75
Student	\$1.28 each	<u>\$44.80</u>
		\$357.12
S-234 (32 hours)		
Instructor	\$25.00	\$ 800.00
5 Asst Inst	\$25.00 x 8 hours	\$1000.00
Manuals		

	Instructor		\$38.25
	CD ROM		\$ 2.43
	Student	\$2.97	<u>\$103.95</u>
			\$1944.63
S-260 (16 hours)			
	Instructor	\$25.00	\$ 400.00
	Manuals		
	Instructor		\$ 12.11
	CD ROM		\$ 1.77
	Interagency Handbook	\$11.71/each	\$409.85
	Student	\$1.72	<u>\$ 60.20</u>
			\$883.94
ENGINE BOSS (cont)			
S-270 (16 hours)			
	Instructor	\$25.00	\$400.00
	Manuals		
	Instructor		\$ 14.14
	CD ROM		\$ 2.02
	Basic Aviation Guide	1.76/each	\$ 61.60
	Student	\$1.12	<u>\$ 39.20</u>
			\$465.12
L-280 (16 hours)			
	Instructor	\$25.00	\$400.00
	Manuals		
	Instructor		\$ 6.93
	CD ROM		\$ 1.61
	Student	\$.69	<u>\$24.15</u>
			\$432.69
I200 (16 hours)			
	Can be completed online for free at NFAOnline		

Total Cost for ENGB Classes: **\$6464.19**

Tab 2 List 2

Tools	Quantity	Ind. Price	Total Price w/ 10%	PPE's
Combi Tool	10	48.64	535.04	
Collapsible Rakes	10	52.93	582.23	
Pulaski	20	54.04	1,188.88	
McLeod	20	59.47	1,308.34	
Shovel	20	34.79	765.38	
Helmets	35	32.76	1,261.26	
Weather Kit	5	90.8	499.40	
Shirts (Large)	25	65.37	1,797.68	1,797.68
Shirts (Medium)	10	65.37	719.07	719.07
Shirts (Extra Large)	10	65.37	719.07	719.07
Shirts (Small)	5	65.37	359.54	359.54
Shirts (2 Extra Large)	5	65.37	359.54	359.54
Gloves	35	11.96	460.46	460.46
Pants	35	75.54	2,908.29	2,908.29
Fourteen Day Pack	10	73.8	811.80	
Wildland Packs	10	161.95	1,781.45	
Standard Fire Shelter	8	249.11	2,192.17	
Large Fire shelter	5	327.39	1,800.65	
1" Fire Hose	25	102.23	2,811.33	
1-1/2" Fire Hose	25	115.14	3,166.70	
Nozzle 1" @ 17-20GPM	5	6.98	38.90	
Nozzle 1" @ 25 GPM	5	23.9	131.45	
Nozzle 1-1/2" @ 75 GPM	5	44.7	245.85	
Forrest Nozzle	5	134.68	740.74	
Wye 1-1/2"	5	99.25	545.88	
Foot Valve 1-1/2"	5	37.5	206.25	
Hose Clamp	5	31.44	172.92	
Tools			6140.53	
Hose/Valves			8,060.02	
Packs			2593.25	
PPE			7,323.65	7,323.65
Total Cost			24,117.45	

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Indirect Cost 8%

Column (a)

FS Non-Cash Contribution

Column (b)

FS In-Kind Contribution

Column (c)

FS Obligation to Pay Coop.

Salary: \$2,500 Equipment with Operator 500 hours @\$45.00 ph = \$22,500

Column (d)

Coop. Non-Cash Contribution

This project is a direct reimbursement for 100% expenses for the operation of the county green waste disposal pits.

Coop. In-Kind
Contribution

Column (f)

Coop. Cash
Contribution

Column (g)

Coop. 3rd Party
Cash-Non Fed.

Column (h)

Coop. 3rd Party
Cash-Fed.

Column (i)

Coop. 3rd Party
Non-Cash Non-
Fed.

Column (j)

Coop. 3rd Party
Non-Cash Fed.

Column (k)

Coop. 3rd Party In-
Kind Non-Fed.

Column (l)

Coop. 3rd Party In-
Kind Fed.

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MODIFICATION No. 1
To
CHALLENGE COST SHARE AGREEMENT No. 09-CS-11031200-015
between
FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE,
TONGO NATIONAL FOREST
and
GILA COUNTY

This **MODIFICATION**, is hereby entered into by and between the US Forest Service, Department of Agriculture, Tonto National Forest hereinafter referred to as the Forest Service, and Gila County, hereinafter referred to as the Cooperator, as specified under the provisions of Challenge Cost Share, Agreement No. 09-CS-11031200-015, executed on April 3, 2009.

The purpose of this Modification is to extend the term of the agreement through September 30, 2010.

This modification is pursuant to clause no. 4 in the original agreement.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

GILA COUNTY BOARD OF SUPERVISORS

**USDA FOREST SERVICE
TONGO NATIONAL FOREST**



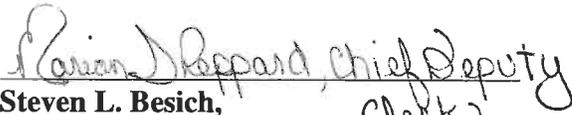
Shirley L. Dawson,
Chairman of the Board of Supervisors



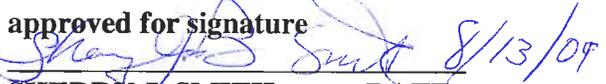
GENE BLANKENBAKER DATE
Forest Supervisor

ATTEST:

The authority and format of this instrument has been reviewed and approved for signature

for


Steven L. Besich,
Clerk of the Board



SHERRY J. SMITH DATE
Forest Service Grants & Agreements Specialist

APPROVED AS TO FORM:


Bryan B. Chambers, Deputy County Attorney
For Daisy Flores, Gila County Attorney

Job Code – SPS21209 - \$89,000 (NO ADDITIONAL FUNDS)
SPCF1209 -\$36,000

Agreement #	09-CS-11031200-015
Spending Limit for FY 09	\$125,000.00 (no additional funds)
Burden (overhead rate)	no burden assessed
Job Code	SPS212 (\$89,000) SPCF12 (\$36,000)
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual)	annual
Vendor ID (multiple partners?)	
If Federal, Agency Location Code	
Program Manager and Phone #	Don Nunley, (928) 474-7977
Termination Date	9/30/2010

MODIFICATION No. 2
To
CHALLENGE COST SHARE AGREEMENT No. 09-CS-11031200-015
between
FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE,
TONTO NATIONAL FOREST
and
GILA COUNTY

This **MODIFICATION**, is hereby entered into by and between the US Forest Service, Department of Agriculture, Tonto National Forest hereinafter referred to as the Forest Service, and Gila County, hereinafter referred to as the Cooperator, as specified under the provisions of Challenge Cost Share, Agreement No. 09-CS-11031200-015, executed on April 3, 2009.

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This modification is pursuant to clause no. 4 in the original agreement.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

**GILA COUNTY BOARD OF
SUPERVISORS**

**USDA FOREST SERVICE
TONTO NATIONAL FOREST**

MICHAEL A. PASTOR
Chairman of the Board of Supervisors

Gene Blankenbaker 9/29/10

GENE BLANKENBAKER DATE
Forest Supervisor

ATTEST:

MARIAN SHEPPARD
Chief Deputy Clerk

**The authority and format of this
instrument has been reviewed and
approved for signature**
Sherry J. Smith 9/28/2010

SHERRY J. SMITH DATE
Forest Service Grants & Agreements
Specialist

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney
For Daisy Flores, Gila County Attorney

Job Code – SPS21209 - \$89,000 (NO ADDITIONAL FUNDS)
SPCF1209 -\$36,000

Agreement #	09-CS-11031200-015
Spending Limit for FY 09	\$125,000.00 (no additional funds)
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Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual)	annual
Vendor ID (multiple partners?)	
If Federal, Agency Location Code	
Program Manager and Phone #	Don Nunley, (928) 474-7977
Termination Date	9/30/2011

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Misti Williams, Finance and Purchasing Specialist
Submitted By: Misti Williams, Deputy County Manager
Department: Deputy County Manager Division: Finance
Fiscal Year: 2011-2012 Budgeted?: Yes
Contract Dates - Begin & End: 10/10-10/13
Grant?: No
Matching Requirement?: No Fund?: Replacement
Presenter's Name:

Information

Request/Subject

Purchase of a BHC452 copier for use by the Payson Regional Justice of the Peace and authorization for the Chairman to sign related documents.

Background Information

This purchase is to replace a leased copier for the Payson Regional Justice of the Peace.

Evaluation

This purchase will save the county money by purchasing rather than leasing.

Conclusion

This purchase will save the county money by purchasing rather than leasing.

Recommendation

It is recommended that the county purchase this copier as opposed to continuing to lease same.

Suggested Motion

Authorization of the Chairman's signature on various documents entered into between Gila County and Konica Minolta Business Solutions U.S.A., Inc. (KMBS) for the purchase of a Konica Minolta Bizhub C452 copier that will be used by the Payson Regional Justice of the Peace, as follows: Order Agreement in the amount of \$7,493.61; Standard CPC Maintenance Contract at a cost of \$84.75 per month (\$1,017 annual cost); Gila County Addendum to Order Agreement; and Application and Acknowledgement Form.

Attachments

Link: [order agreement](#)

Link: [maintenance contract](#)

Link: [addendum](#)

Link: [application](#)

Link: [acknowledgement form](#)

Check Applicable Box

Purchase

Lease

Other: _____

INVOICE TO Account #	SOLD TO Account #	SHIP TO Account #
Legal Name GILA COUNTY	Legal Name GILA COUNTY	Legal Name GILA COUNTY COURTS
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 1400 E. ASH STREET	Street Address 1400 E. ASH STREET	Street Address 714 S. BEELINE HWY. SUITE 103
City GLOBE State AZ Zip 85501	City GLOBE State AZ Zip 85501	City PAYSON State AZ Zip 85541
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	Tax Exempt # _____	P.O. Expiration Date
P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)	P.O. # _____	

Payment Terms: NET 30 DAYS WITH PURCHASE ORDER	Card Type _____ Name on Card _____ Authorized Credit Card Amount: _____ Credit Card # _____	Expiration Date _____	Check # _____	Amount _____
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Requested Delivery Date: 09/24/2010

Maintenance Contract Accepted Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A0P2011	BIZHUB C452		\$ 5,094.08	\$ 5,094.08
1	7670525499	DELIVERY CHARGE - LEVEL ONE		\$ 150.00	\$ 150.00
1	7670527700	INSTALLATION CHARGE - LEVEL TWO		\$ 300.00	\$ 300.00
1	A0HRWY1	FS-527 FLOOR FINISHER		\$ 589.10	\$ 589.10
1	A10EW11	PK-517 PUNCH KIT FOR FS-527		\$ 202.48	\$ 202.48
1	7640001107	D5143NT POWER FILTER (120 VOLT. 2		\$ 76.41	\$ 76.41
1	15LB	FK-502 FAX BOARD		\$ 369.81	\$ 369.81
1	A0YAWY1	MK-720 MOUNT KIT		\$ 74.12	\$ 74.12
1		Tax			\$637.61

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	A0TM430	TN-613C TONER CYAN (YIELD: 30K)	\$ 0.00	\$ 0.00
1	A0TM330	TN-613M TONER MAGENTA (YIELD: 30	\$ 0.00	\$ 0.00
1	A0TM230	TN-613Y TONER YELLOW (YIELD: 30K)	\$ 0.00	\$ 0.00
1	A0TM131	TN413K TONER - BLACK (45K)	\$ 0.00	\$ 0.00
		N/A		
		N/A		

Additional Charges:

Additional Charges

TOTAL

\$7,493.61

Network Removal Other

Pick-Up Requested Removal Date: 09/24/2010

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments COUNTY ATTORNEY APPROVAL AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney _____ Date _____

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Michael A. Pastor
Please Print
Signature _____
Authorized Representative of Customer Date _____
Title Chairman

KMBS Representative [Signature] 9-7-10
Date
KMBS Manager [Signature] 9-7-10
Date

KMBS SALES TERMS AND CONDITIONS "SCHEDULE A"

(Revised 03-30-09)

The following are the terms and conditions which control the sale or rental of the equipment referenced on the reverse side of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.
2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.
3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.
4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.
6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
7. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.
10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.
12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.
13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.
14. **ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to the sale of KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer acknowledges that KMBS sales and service representatives do not have the authority to modify these terms or to commit KMBS to any binding obligation, not otherwise set forth herein. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

~~Bryan Chambers, Chief Deputy County Attorney~~
 Konica Minolta Business Solutions U.S.A., Inc.

Date _____



KONICA MINOLTA
Standard CPC Maintenance Contract

Sold To: (legal name)			Ship To:		
Name: _____	Gila County	Account Number: _____	Name: _____	Gila County Courts	Account Number: _____
Address Line 1: _____			Address Line 1: _____		
Address Line 2: _____			Address Line 2: _____		
Street Address: <u>1400 E. Ash Street</u>			Street Address: <u>714 S. Beeline Hwy # 103</u>		
City: <u>Globe</u>	State: <u>AZ</u>	Zip: <u>85501</u>	City: <u>Payson</u>	State: <u>AZ</u>	Zip: <u>85541</u>
Tax Exemption	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (Certificate required)	Tax Exemption Number: _____		
PO Required	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (Copy required)	PO Number: _____ PO Expiration Date: _____		

Standard CPC Maintenance Plan

Cost Per Copy
 With Supplies Without Supplies - Purchased Separately

Effective Date: 4/26/2010

Billing for CPC contract: Monthly Quarterly Annually
Overages billed: Monthly Quarterly Annually

Contract Term (Months): 12 24 36 48 60

Digital Support Service:
 Digital Support Service (DSS) through the Digital Solution Center (DSC) at a rate of \$10.00 per serial number monthly will automatically be added to the base payment below unless customer declines DSS coverage by checking the following box:

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	BH C452		C				\$ -	\$ 0.0500
			B/W		Unlimited		\$ 84.75	Unlimited
2			C					
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments
 Annual Contract State Contract

Customer's signature below acknowledges receipt and consent to KMBS Standard Maintenance Terms and Conditions "Schedule A" dated 02-01-10. Not binding on KMBS until signed by KMBS Manager.

Customer Name: <u>Michael A. Pastor</u>	KMBS Representative: _____	Date: <u>8-31-10</u>
Signature: _____	KMBS Manager: _____	Date: <u>8-31-10</u>
Title: <u>Chairman</u>		

FOR INTERNAL USE

<input type="checkbox"/> New Customer	<input type="checkbox"/> Maintenance w/ Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Maintenance Billed by KMBS	<input type="checkbox"/> Maintenance Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
PE #: _____	Agreement #: _____	Customer Code 1: _____			
Promotion #: _____	Price Plan #: _____	Customer Code 2: _____			
	Subfleet #: _____	Customer Code 3: _____			
Key Operator Contact: _____	Phone: _____	Email Addr: _____			
Meter Read Contact: _____	Phone: _____	Email Addr: _____			
Accounts Payable Contact: _____	Phone: _____	Email Addr: _____			

Special Instructions: _____

Additional Documents Attached:
 Price Exception Tax Exempt Certificate
 Purchase Order Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:			
Order Taking:			
Servicing:			

Contract Processed: Windsor, CT Branch _____ (Branch Name)

KMBS STANDARD MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 02-01-10)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. PAYMENT: Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. METER READINGS: Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.

3. SITE PREPARATION & ACCESS: Customer shall ensure that equipment is placed in an environment for that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.

4. COMMENCEMENT OF SERVICE: The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. ADDITIONAL EQUIPMENT: No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. SERVICE INCLUDED: KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, if this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. PREVENTIVE MAINTENANCE: Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. vCARE MONITORING: KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis). Should Customer opt-out of utilizing vCARE, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice.

9. SELLER'S AGENTS: Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. DISCLAIMER: This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. AUTOMATIC RENEWAL: Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by KMBS at the time of renewal unless Customer or KMBS provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this Agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to KMBS. Should the Customer fail to return any unused Consumable Supplies, KMBS reserves the right to charge for any unused Consumable Supplies at the then current rate for such supplies.

12. ESCALATION: At the end of the first year of this agreement and once each successive twelve month period, we may increase your payment and the cost per copy charge over the pages included (average) by a maximum of 10% of the existing charge.

13. EARLY TERMINATION CHARGE: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. NETWORK INTEGRATION: If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. ASSIGNMENT: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. NOTICES: All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

17. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. REMEDY LIMITATIONS: The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

21. FORCE MAJEURE: Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

22. WAIVER & SEVERABILITY: Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. ORIGINAL DOCUMENT: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE: If this option has been selected, KMBS (or designated service) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmbs.konicaminolta.us>. Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

25. ENTIRE AGREEMENT: This is the entire Agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

26. DIGITAL SUPPORT SERVICE (DSS): If this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. to 6:00p.m. Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.



GILA COUNTY
FINANCE DEPARTMENT
Gila County Courthouse – 1400 East Ash
Globe, Arizona 85501
(928) 425-3231 – FAX: (928) 425-7056

Addendum

Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Konica Minolta Business Solutions certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance

Konica Minolta Business Solutions hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Konica Minolta Business Solution's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Konica Minolta Business Solutions shall further ensure that each subcontractor who performs any work for Konica Minolta Business Solutions under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Konica Minolta Business Solutions and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Konica Minolta Business Solution's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Konica Minolta Business Solutions to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Konica Minolta Business Solutions shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.



GILA COUNTY
FINANCE DEPARTMENT
Gila County Courthouse – 1400 East Ash
Globe, Arizona 85501
(928) 425-3231 – FAX: (928) 425-7056

Konica Minolta Business Solutions shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Konica Minolta Business Solutions.

Gila County Michael A. Pastor
Please Print

KMBS Representative

CRK 9-7-10
Date

Signature _____
Authorized Representative of Customer

KMBS Branch Sales Manager

[Signature] 9-7-10
Date

Title Chairman

COUNTY ATTORNEY APPROVAL AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney

Date

This contract is subject to the cancellation provision of A.R.S. 38-511.

Bryan Chambers, Chief Deputy County Attorney

Date



Application

KONICA MINOLTA

The words **you**, and **your** refer to the applicant. The words **we**, **us** and **our** refer to **Konica Minolta Business Solutions U.S.A., Inc.** (Supplier)

KMBS INFORMATION

KMBS BRANCH: 941 - PHOENIX
 REP NAME: CHAD PONTIUS
 PHONE: 602-264-9631

CUSTOMER INFORMATION

LEGAL COMPANY NAME: GILA COUNTY
 ADDRESS: 1400 E. ASH STREET
 CITY: GLOBE STATE: AZ ZIP: 85501 PHONE: FED. TAX I.D. #
 CONTACT PERSON: E-MAIL ADDRESS: TYPE OF BUSINESS: STATE OF INCORPORATION: AZ
 Corporation Proprietorship Partnership
 # OF YEARS IN BUSINESS UNDER CURRENT OWNERSHIP # OF EMPLOYEES DESCRIPTION OF BUSINESS

BILLING ADDRESS (IF DIFFERENT FROM ABOVE) CITY STATE ZIP

LEASE INFORMATION (IF APPLICABLE)

DESCRIPTION OF PRODUCT PAYMENT AMOUNT
 PRODUCT COST LEASE TERM PURCHASE OPTION
 FMV \$1.00

PERSONAL DATA

NAME OF OWNER #1	TITLE	NAME OF OWNER #2	TITLE
ADDRESS	CITY/STATE/ZIP	ADDRESS	CITY/STATE/ZIP
HOME PHONE	DATE OF BIRTH	HOME PHONE	DATE OF BIRTH
SOCIAL SECURITY #	OWNERSHIP %	SOCIAL SECURITY #	OWNERSHIP %

REFERENCE DATA

LIST PRESENT BANK(S) - PREVIOUS BANK IS REQUIRED IF APPLICANT HAS BEEN AT PRESENT BANK LESS THAN TWO YEARS

PRESENT BANK OF APPLICANT	PREVIOUS OR SECOND BANK OF APPLICANT
BRANCH PHONE	BRANCH PHONE
NAME OF BANK OFFICER ACCT. #	NAME OF BANK OFFICER ACCT. #
TRADE REFERENCES NAME AND ADDRESS	PHONE CONTACT
1.	
2.	
3.	

Each individual signing below certifies that the information provided in this credit application is accurate and complete. Each individual signing below authorizes us or any assignee or funding source which may be utilized (collectively referred to as "Lenders") to obtain information from the references listed above and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. Each individual signing below authorizes and instructs any person, consumer reporting agency or banking institution to compile and furnish the above named business, credit grantor and/or their respective designees with any information it may have in response to an inquiry from the above named business, credit grantor and/or supplier and/or their respective designees. Each individual signing below further waives any right or claim which such individual would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

X
 OWNER #1 - SIGNATURE: Michael A. Pastor, Chairman
 SIGNER'S PRINTED NAME: DATE

X
 OWNER #2 - SIGNATURE: SIGNER'S PRINTED NAME: DATE

ECOA NOTICE (TO BE RETAINED BY APPLICANT)

Thank you for your business credit application. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

IMPORTANT NEW CUSTOMER INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents.

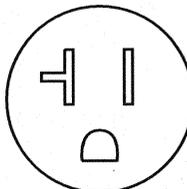
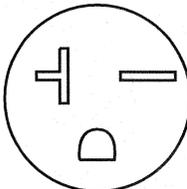
23774 - 01/11/2010

KMBS Form ID 3004- 01112010-C

THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISION OF A.R.S. 38-511

Company Name Gila County Courts		Street Address 714 S. Beeline Hwy. # 103		City, State Payson, AZ		Zip Code 85541	
Key Operator Contact Name Dorothy Little		Telephone / Extension (928) 402-8745		Email Dlittle@co.gila.az.us			
I.S./I.T. Contact Person Name		Telephone / Extension		Email			
I.S./I.T. Support on site? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N		Network Administrator Rights? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N		Copier/Printer/MFP BH C452		Finisher yes	
Controller <input checked="" type="checkbox"/> Emperon <input type="checkbox"/> Fiery <input type="checkbox"/> PCL only <input type="checkbox"/> MicroPress <input type="checkbox"/> Creo		Unit Configuration (additional options) Fax Board					

Power Requirements

 <p>120 Volt - 15 Amp - NEMA 5-15R - For Bizhub 160/161f, 200/250/350, 361/421/501, C252/C300/C352, C203/253/353, External Fiery, Finisher, LLC and KIP 3000 series.</p> <p><input type="checkbox"/> x Qty.</p>	 <p>120 Volt - 20 Amp - NEMA 5-20R - For Bizhub 600/750, C451/C550/C650 and KIP 5000.</p> <p><input checked="" type="checkbox"/> x Qty.</p>	 <p>220 Volt - 20 Amp - NEMA 6-20R - For Bizhub PRO C500, C5500, C6500, 920 and 1050.</p> <p><input type="checkbox"/> x Qty.</p>
<input type="checkbox"/> Add optional ESP Power Filter D5133NT. It includes 3 Outlets, Phone & Network Protection.	<input type="checkbox"/> Add optional ESP Power Filter D5143NT. It includes 3 Outlets, Phone & Network Protection.	<input type="checkbox"/> Add optional ESP Power Filter D524ZNT. It includes 1 Outlet, Phone & Network Protection.

We strongly recommend the use of Power Filters (listed above) which are Surge Suppression Protectors for Konica Minolta MFPs. See below for each of the corresponding power requirements listed above. Please see your Sales Representative for pricing and information.

Power Requirement Acknowledgement

Customer acknowledges power requirements for the equipment and agrees to provide a proper electrical supply and receptacles for required outlet(s) checked in boxes. A dedicated outlet is recommended for any multifunction device, accessory or print controller to minimize potential problems caused by voltage fluctuations. Due to the irregular nature of power currents in many locations Konica Minolta Business Solutions recommends ESP Power Protection to protect against system damage. ESP provides full insurance from power related service charges.

ESP Accept Initial _____ ESP Decline Initial _____

Networking Acknowledgement

Konica Minolta Business Solutions will provide software and drivers for the equipment described in this document stated within and will be responsible for installing said software on 3 workstations. Additional installations are chargeable. If the listed network configuration changes after the initial installation and those changes require Konica Minolta equipment to be re-configured, these services are chargeable. Konica Minolta may configure the device to provide automatic meter reads. Ultimately, the customer is responsible for providing functional network and associated hardware for the system connectivity. Konica Minolta Business Solutions may require the assistance of the customers network support staff, consultant or contractor to complete the install. The customer is solely responsible for these costs. Any work or changes outside this scope of work may be subject to additional charges. I acknowledge and have read the above information to be accurate and understand the required hardware and software needed for the installation on my leased/purchased Konica Minolta equipment. Initial _____

Non-Networking Acknowledgement

Customer chooses not to network my Konica Minolta equipment at this time. The customer understands that network installation may be performed at a later date and that installation may be a chargeable service. Network connectivity may require an additional purchase of a print controller from Konica Minolta. Initial _____

Print Controller and/or MFP Color Calibration

Customer understands the need to calibrate the Konica Minolta MFP with either the Fiery or Creo Print Controller on a regular basis. "Off the Glass" calibrations may not provide complete color accuracy and fidelity. For color critical application Konica Minolta Business Solutions recommends the Getrag MacBeth ES-1000 or X-Rite DT32 or DT34. If Konica Minolta Business Solutions Service is engaged to perform system calibration and the calibration corrects the color concern, this will be a chargeable service call at prevailing service rates. Initial _____

Bizhub vCare

(Please see your sales representative for additional information.)

Bizhub vCare is a Device Relationship Management system that interacts with the KMBS product(s) to be installed. I have reviewed the bizhub vCare Customer Information document, the bizhub vCare Security White Paper, as well as the bizhub vCare Security Policy Explanation, and will permit email-based communication between my organization's Konica Minolta bizhub product(s) and Konica Minolta's bizhub vCare Server for the purpose of automated meter reading, technical performance monitoring, supply-level monitoring, and malfunction reporting. All services provided by this system fall under the Terms and Conditions in the Maintenance Agreement between KMBS and Customer.

vCare Accept Initial _____ vCare Decline Initial _____

Company Gila County

Address 714 S. Beeline Hwy # 103 **City** Payson **State** AZ **Zip** 85541

Customer Signature  **Please Print** Michael A. Pastor

Title Chairman **Date** _____

Sales Representative  **Application Specialist** _____

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Linda Submitted By: Linda Eastlick, Elections
Eastlick,
Elections
Director
Department: Elections
Presenter's Name: Linda
Eastlick

Information

Request/Subject

Order to cancel the election and appoint board members for the Beaver Valley Domestic Water Improvement District (DWID).

Background Information

ARS 16.410(A) provides: for any election held pursuant to Title 15, Title 48 or Section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled at the election, the county board of supervisors may cancel the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors.

ARS 16-410(B) states a person who is appointed pursuant to subsection A is fully vested with the powers and duties of the office as if elected to that office.

Evaluation

The ability to cancel elections and appoint board members under these circumstances results in significant cost savings for each of the special districts and the County.

Conclusion

Arizona Revised Statutes provide for the cancellation of elections and the appointment of board members for county improvement districts, fire, and school districts when the number of persons who filed nomination papers or write-in papers is equal to or less than the number of positions available. The implementation of an Order to cancel and appoint results in cost savings to the district and to the County.

Recommendation

The Division of Elections recommends the Board of Supervisors approve the Order to cancel elections and appoint board members for the Beaver Valley Domestic Water Improvement District.

Suggested Motion

Approval of the Order to cancel the election and appoint governing board members to the Beaver Valley Domestic Water Improvement District.

Attachments

Link: [Cancel Beaver Valley](#)

ORDER

ORDER OF THE GILA COUNTY BOARD OF SUPERVISORS CANCELLATION OF ELECTIONS AND APPOINTMENT OF MEMBERS TO WATER DISTRICTS.

WHEREAS, pursuant to A.R.S. §16-410(A) the Gila County Board of Supervisors may cancel the regular scheduled November 2, 2010 elections as the total number of persons who filed a nomination petition for a candidate, and the number of persons who filed a nomination paper for a write-in candidate, is less than or equal to the number of positions to be filled at the election for governing board of directors of the Beaver Valley Domestic Water Improvement District

NOW, THEREFORE BE IT ORDERED That the Gila County Board of Supervisors does hereby appoint the following persons to serve as members to the Beaver Valley Domestic Water Improvement District: James “Bing” Brown and Richard Harpster.

ADOPTED this 26th day of October, 2010, in Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

Approved as to Form:

Bryan B. Chambers, Chief Deputy Gila County Attorney

Attest:

Marian Sheppard, Chief Deputy Clerk

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Linda Submitted By: Linda Eastlick, Elections
Eastlick,
Elections
Director
Department: Elections
Presenter's Name: Linda
Eastlick

Information

Request/Subject

Intergovernmental Agreements (IGAs) for November 2010 Election Services

Background Information

The Gila County Division of Elections performs election services for other governmental entities including cities, towns, school districts, fire districts, water districts and sanitary districts. Historically we have created Agreements with participating entities for each election wherein they request County assistance with the election.

The most recent changes to the County Policy with Regard to Conduct of District Elections, including the fee schedule, were adopted by the Board of Supervisors (BOS) on October 18, 2005.

The IGAs themselves are reviewed and updated by the Chief Deputy County Attorney each time an election is conducted for the district and an IGA is created and submitted for BOS approval.

The Gila County Provisional Community College IGA will be reviewed at their governing board meeting to be held on Thursday, October 28, 2010. Their signed agreement will be returned to us immediately following the board meeting. All other agreements have been signed by the various entities.

Evaluation

Prior to each election, the Gila County Elections Director presents the BOS with IGAs for any entity that has requested Gila County Division of Elections' assistance with their election.

Conclusion

The following entities have requested that the Gila County Division of Elections conduct their governing board elections to be held at the November 2, 2010, General Election: Gila County School Superintendent (on behalf of the Globe, Payson, Pine-Strawberry, and Whiteriver school districts); Gila Community College; Christopher-Kohl's, Hellsgate, Pine-Strawberry, Tonto Basin and Tri-City Fire Districts; and the Pine-Strawberry Water Improvement District.

Recommendation

The Elections Director recommends the Board's approval of all eight IGAs.

Suggested Motion

Approval of eight Intergovernmental Agreements for governing board election services between the Gila County Division of Elections and the following entities: Gila County School Superintendent (on behalf of the Globe, Payson, Pine-Strawberry, and Whiteriver School Districts); Gila Community College; Christopher-Kohl's, Hellsgate, Pine-Strawberry, Tonto Basin and Tri-City Fire Districts; and the Pine-Strawberry Water Improvement District.

Attachments

Link: [2010 Gila County School Superintendent IGA](#)

Link: [2010 Gila County Provisional Community College IGA](#)

Link: [2010 Christopher-Kohl's Fire District IGA](#)

Link: [2010 Hellsgate Fire District IGA](#)

Link: [2010 Pine-Strawberry Fire District](#)

Link: [2010 Tonto Basin Fire District IGA](#)

Link: [2010 Tri-City Fire District IGA](#)

Link: [2010 Pine-Strawberry Water District IGA](#)

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN
THE GILA COUNTY DIVISION OF ELECTIONS AND
THE GILA COUNTY SUPERINTENDENT OF SCHOOLS**

Pursuant to A.R.S. §§ 15-302, 15-406, and 11-952, the Gila County Division of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County), and the Gila County School Superintendent, (hereinafter Superintendent), enter into this agreement for election operation services for the following school district Governing Board Elections: Globe Unified School District No. 1, Payson Unified School District No. 10, Pine-Strawberry Unified School District No. 12, and Whiteriver Unified School District No. 20.

Date of Election:	November 2, 2010
Type of Election	Polling Place Held in consolidation with the General Election
Superintendent Contact:	Dr. Linda O'Dell, Gila County School Superintendent or her designee
Mailing Address	1400 E. Ash Street, Globe, AZ 85501
Telephone:	928.402.8784
Fax:	928.402.0038
Email:	lodell@co.gila.az.us
Elections Contact:	Linda Eastlick, Gila County Division of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the Superintendent has requested the County to conduct specific duties in the above referenced election on behalf of the Superintendent. Pursuant to A.R.S. § 15-406(B) "the county school superintendent shall contract with the board of supervisors for holding regular school district elections. The contracted cost of such school elections shall be a charge against the county school superintendent who shall prorate such costs to the districts."

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which is incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the Superintendent, the Gila County Attorney has represented Gila County and the Superintendent. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the Superintendent, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledges that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Chairman, Gila County Board of Supervisors

Date

Gila County School Superintendent

Date

Approved as to form:

Gila County Attorney

Date

Gila County Division of Elections Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the District or Superintendent shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the District or Superintendent shall be paid by the District or Superintendent.

Gila County Division of Elections Delegation of Tasks

TASK	COUNTY	SCHOOLS
IGA Preparation	X	
Signature Requirements		X
Candidate Packets		X
Candidate Filing		X
Campaign Finance Filing		X
Legal Publications		
Call of Election/Notice of Election	X	X
Logic and Accuracy Testing	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing		X
Mailing Inserts		X
Other – Specify	N/A	
Voter Outreach Services	X	
Translation Services (Touchscreen, Publicity)	X	X
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	X	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees		X
Vendor Charges		X
Election Worker Wages	X	X
Polling Place User Fee	X	X

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN
THE GILA COUNTY DIVISION OF ELECTIONS AND
THE GILA COUNTY PROVISIONAL COMMUNITY COLLEGE**

Pursuant to A.R.S. §§ 16-205(C) and 11-952, the Gila County Division of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County), and the Gila County Provisional Community College, (hereinafter College), enter into this agreement for election operation services.

Date of Election:	November 2, 2010
Type of Election	Polling Place Held in consolidation with the General Election

College Contact	Dr. Stephen Cullen, Senior Dean
Mailing Address	P. O. Box 2656, Globe, AZ 85502
Telephone Number	928.425.8481
Email Address	scullen@gilacc.org

County Contact:	Linda Eastlick, Gila County Division of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the College has requested the County conduct specific duties in the above referenced election on behalf of the College. The contracted cost of such College elections shall be a charge against the College.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which is incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the College agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the College the Gila County Attorney has

represented Gila County and the College. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the College, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledges that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Chairman, Gila County Board of Supervisors

Date

Gila County Provisional Community College

Date

Approved as to form:

Gila County Attorney

Date

Gila County Division of Elections Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the District or Superintendent shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the District or Superintendent shall be paid by the District or Superintendent.

Gila County Division of Elections Delegation of Tasks

TASK	COUNTY	SCHOOLS
IGA Preparation	X	
Signature Requirements		X
Candidate Packets		X
Candidate Filing		X
Campaign Finance Filing		X
Legal Publications		
Call of Election/Notice of Election	X	X
Logic and Accuracy Testing	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing		X
Mailing Inserts		X
Other – Specify	N/A	
Voter Outreach Services	X	
Translation Services (Touchscreen, Publicity)	X	X
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	X	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees		X
Vendor Charges		X
Election Worker Wages	X	X
Polling Place User Fee	X	X

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN THE
GILA COUNTY DIVISION OF ELECTIONS AND
THE CHRISTOPHER-KOHL'S FIRE DISTRICT**

Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Gila County Department of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County) and the Christopher-Kohl's Fire District (hereinafter District), enter into this agreement for election operational services.

Date of Election:	November 2, 2010
Type of Election	Polling Place Held in consolidation with the General Election
District Contact	Margot Holmes
Mailing Address	257 W Columbine Road, Payson, AZ 85532
Telephone Number	928.478.4772
Email Address	lilmare1936@yahoo.com
County Contact:	Linda Eastlick, Gila County Department of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the District has requested the County to conduct specific duties in the above referenced election on behalf of the District. The Governing Board of the District has called this election. The District agrees to reimburse the County for all costs incurred in the preparation and conduct of the election, as specified in the Fee Schedule and the Delegation of Tasks, attached hereto.

Each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which are incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the District agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the Fire District, the Gila County Attorney has represented Gila County and the Fire District. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the District, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and;
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledges that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Chairman, Gila County Board of Supervisors

Date

Authorized Representative
Fire District

Date

Approved as to form:

Gila County Attorney

Date

Gila County Division of Elections

Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services\

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the Town shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the Town shall be paid by the Town.

Gila County Division of Elections

Delegation of Tasks

TASK	COUNTY	DISTRICT
IGA Preparation	X	
Department of Justice Submission	X	
Signature Requirements	X	
Candidate Packets	X	
Candidate Filing	X	
Campaign Finance Filing	X	
Legal Publications		
Call of Election/Notice of Election	X	
Logic and Accuracy Testing	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing	N/A	
Mailing Inserts	N/A	
Other – Specify - Advertizing	X	
Voter Outreach Services	N/A	
Translation Services (Touch Screen, Publicity)	X	
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	X	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees	X	
Vendor Charges	X	
Election Worker Wages	X	
Polling Place User Fee	X	

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN THE
GILA COUNTY DIVISION OF ELECTIONS AND
THE HELLSGATE FIRE DISTRICT**

Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Gila County Department of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County) and the Hellsgate Fire District (hereinafter District), enter into this agreement for election operational services.

Date of Election:	November 2, 2010
Type of Election	Polling Place
	Held in consolidation with the General Election
District Contact	Richard Pinkerton
Mailing Address	56 N Milky Way, Star Valley, AZ 85541-9589
Telephone Number	928.472.3029
Email Address	rpinkerton@hellsgatefire.org
County Contact:	Linda Eastlick, Gila County Department of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the District has requested the County to conduct specific duties in the above referenced election on behalf of the District. The Governing Board of the District has called this election. The District agrees to reimburse the County for all costs incurred in the preparation and conduct of the election, as specified in the Fee Schedule and the Delegation of Tasks, attached hereto.

Each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which are incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the District agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the Fire District, the Gila County Attorney has represented Gila County and the Fire District. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the District, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and;
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledges that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Chairman, Gila County Board of Supervisors

Date

Authorized Representative
Fire District

Date

Approved as to form:

Gila County Attorney

Date

Gila County Division of Elections

Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services\

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the Town shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the Town shall be paid by the Town.

Gila County Division of Elections

Delegation of Tasks

TASK	COUNTY	DISTRICT
IGA Preparation	X	
Department of Justice Submission	X	
Signature Requirements	X	
Candidate Packets	X	
Candidate Filing	X	
Campaign Finance Filing	X	
Legal Publications		
Call of Election/Notice of Election	X	
Logic and Accuracy Testing	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing	N/A	
Mailing Inserts	N/A	
Other – Specify - Advertizing	X	
Voter Outreach Services	N/A	
Translation Services (Touch Screen, Publicity)	X	
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	X	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees	X	
Vendor Charges	X	
Election Worker Wages	X	
Polling Place User Fee	X	

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES
BETWEEN THE GILA COUNTY DIVISION OF ELECTIONS AND
THE PINE-STRAWBERRY FIRE DISTRICT**

Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Gila County Department of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County) and the Pine-Strawberry Fire District (hereinafter District), enter into this agreement for election operational services.

Date of Election:	November 2, 2010
Type of Election	Polling Place Held in consolidation with the General Election
District Contact	David Prechtel
Mailing Address	P. O. Box 1232, Pine, AZ 85544
Telephone Number	928.899.5618
Email Address	daveinpine@hotmail.com
County Contact:	Linda Eastlick, Gila County Department of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the District has requested the County to conduct specific duties in the above referenced election on behalf of the District. The Governing Board of the District has called this election. The District agrees to reimburse the County for all costs incurred in the preparation and conduct of the election, as specified in the Fee Schedule and the Delegation of Tasks, attached hereto.

Each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which are incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the District agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the Fire District, the Gila County Attorney has represented Gila County and the Fire District. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the District, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and;
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledges that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Chairman, Gila County Board of Supervisors

Date

Authorized Representative
Fire District

Date

Approved as to form:

Gila County Attorney

Date

Gila County Division of Elections

Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services\

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the Town shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the Town shall be paid by the Town.

Gila County Division of Elections

Delegation of Tasks

TASK	COUNTY	DISTRICT
IGA Preparation	X	
Department of Justice Submission	X	
Signature Requirements	X	
Candidate Packets	X	
Candidate Filing	X	
Campaign Finance Filing	X	
Legal Publications		
Call of Election/Notice of Election	X	
Logic and Accuracy Testing	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing	N/A	
Mailing Inserts	N/A	
Other – Specify - Advertizing	X	
Voter Outreach Services	N/A	
Translation Services (Touch Screen, Publicity)	X	
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	X	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees	X	
Vendor Charges	X	
Election Worker Wages	X	
Polling Place User Fee	X	

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES
BETWEEN THE GILA COUNTY DIVISION OF ELECTIONS AND
THE TONTO BASIN FIRE DISTRICT**

Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Gila County Department of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County) and the Tonto Basin Fire District (hereinafter District), enter into this agreement for election operational services.

Date of Election:	November 2, 2010
Type of Election	Polling Place
	Held in consolidation with the General Election
District Contact	Steve Holt
Mailing Address	P. O. Box 737, Tonto Basin, AZ 85553
Telephone Number	928.479.2203
Email Address	tbfdchief@netscape.net
County Contact:	Linda Eastlick, Gila County Department of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the District has requested the County to conduct specific duties in the above referenced election on behalf of the District. The Governing Board of the District has called this election. The District agrees to reimburse the County for all costs incurred in the preparation and conduct of the election, as specified in the Fee Schedule and the Delegation of Tasks, attached hereto.

Each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which are incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the District agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the Fire District, the Gila County Attorney has represented Gila County and the Fire District. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the District, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

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- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and;
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledges that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Chairman, Gila County Board of Supervisors

Date

Authorized Representative
Fire District

Date

Approved as to form:

Gila County Attorney

Date

Gila County Division of Elections

Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services\

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the Town shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the Town shall be paid by the Town.

Gila County Division of Elections

Delegation of Tasks

TASK	COUNTY	DISTRICT
IGA Preparation	X	
Department of Justice Submission	X	
Signature Requirements	X	
Candidate Packets	X	
Candidate Filing	X	
Campaign Finance Filing	X	
Legal Publications		
Call of Election/Notice of Election	X	
Logic and Accuracy Testing	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing	N/A	
Mailing Inserts	N/A	
Other – Specify - Advertizing	X	
Voter Outreach Services	N/A	
Translation Services (Touch Screen, Publicity)	X	
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	X	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees	X	
Vendor Charges	X	
Election Worker Wages	X	
Polling Place User Fee	X	

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN THE
GILA COUNTY DIVISION OF ELECTIONS AND
THE TRI-CITY FIRE DISTRICT**

Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Gila County Department of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County) and the Tri-City Fire District (hereinafter District), enter into this agreement for election operational services.

Date of Election:	November 2, 2010
Type of Election	Polling Place
	Held in consolidation with the General Election
District Contact	Marco Olsen, Fire Chief
Mailing Address	P.O. Box 83, Claypool, AZ 85532
Telephone Number	928.425.0815
Email Address	tcf112@tricityfiredistrict.com
County Contact:	Linda Eastlick, Gila County Department of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the District has requested the County to conduct specific duties in the above referenced election on behalf of the District. The Governing Board of the District has called this election. The District agrees to reimburse the County for all costs incurred in the preparation and conduct of the election, as specified in the Fee Schedule and the Delegation of Tasks, attached hereto.

Each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which are incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the District agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the Fire District, the Gila County Attorney has represented Gila County and the Fire District. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the District, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and;
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledges that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Chairman, Gila County Board of Supervisors

Date

Authorized Representative
Fire District

Date

Approved as to form:

Gila County Attorney

Date

Gila County Division of Elections

Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services\

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the Town shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the Town shall be paid by the Town.

Gila County Division of Elections

Delegation of Tasks

TASK	COUNTY	DISTRICT
IGA Preparation	X	
Department of Justice Submission	X	
Signature Requirements	X	
Candidate Packets	X	
Candidate Filing	X	
Campaign Finance Filing	X	
Legal Publications		
Call of Election/Notice of Election	X	
Logic and Accuracy Testing	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing	N/A	
Mailing Inserts	N/A	
Other – Specify - Advertizing	X	
Voter Outreach Services	N/A	
Translation Services (Touch Screen, Publicity)	X	
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	X	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees	X	
Vendor Charges	X	
Election Worker Wages	X	
Polling Place User Fee	X	

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES BETWEEN
THE GILA COUNTY DIVISION OF ELECTIONS
AND PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT**

Pursuant to A.R.S. §§ 11-951, 11-952, and 16-205, the Gila County Division of Elections, by and through the Gila County Board of Supervisors (hereinafter Gila County) and the Pine-Strawberry Water Improvement District (hereinafter District), enter into this agreement for election services.

Date of Election:	November 2, 2010
Type of Election	Polling Place
	Held in consolidation with the General Election
District Contact	Gary Lovetro, Chair
Mailing Address	P. O. Box 134, Pine, AZ 85544
Telephone Number	602.390.2047
Email Address	glovetro@me.com
County Contact:	Linda Eastlick, Gila County Division of Elections
Mailing Address:	1400 E Ash Street, Globe, AZ 85501
Telephone:	928.402.8708
Fax:	928.402.4319
Email:	leastlick@co.gila.az.us

This agreement confirms that the District has requested the County to conduct specific duties in the above referenced election on behalf of the District. The Governing Board of the District has called this election. The District agrees to reimburse the County for all costs incurred in the preparation and conduct of the election, as specified in the Fee Schedule and the Delegation of Tasks, attached hereto.

Each party agrees that from its own funds it is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law.

The parties agree that this agreement is subject to the cancellation provisions of A.R.S. § 38-511 which are incorporated into this agreement by this reference.

The parties further agree that they will comply with all federal and state laws in carrying out their obligations under this agreement.

By signing this agreement the District agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement.

Chairman, Gila County Board of Supervisors

Date

Approved as to form:

Gila County Attorney

Date

Authorized Representative of the District

Date

Approved as to form:

Attorney for the District

Date

Gila County Division of Elections

Fee Schedule

1. Special Election or Election not held in consolidation with a County-wide election:

\$1.25 per Registered Voter

\$25.00 per Accu-Vote Ballot Scanner

\$25.00 per Touchscreen

\$25.00 per Ballot Box

\$25.00 per Memory Card

\$10.00 per Hour for Labor

\$15.00 per Hour for Overtime Labor after 5:00 p.m.

Actual Cost of Voter Outreach and Translation Services\

Actual Cost of Any Necessary Travel, Per Diem and Lodging.

2. Election held in consolidation with a County-wide election:

\$.35 per Registered Voter

3. Ballot Question:

\$100 per Question

No less than seventy-five (75) days before the election date, the Town shall submit to the County the ballot question(s) and informational pamphlet text, in English, and in compliance with all requirements pursuant to Arizona Revised Statutes.

4. Additional Charges:

Additional charges will include any additional costs incurred by the County which are not included in this Fee Schedule or any agreed Delegation of Tasks. Any costs or fees initiated by the Town shall be paid by the Town.

Gila County Division of Elections

Delegation of Tasks

TASK	COUNTY	DISTRICT
IGA Preparation	X	
Department of Justice Submission	N/A	
Signature Requirements	X	
Candidate Packets	X	
Candidate Filing	X	
Campaign Finance Filing	X	
Legal Publications		
Call of Election		X
Notice of Election	X	
Logic and Accuracy Testing	X	
Mailing of Ballots Requests and Ballots to out of area Voters	X	
Publicity		
Informational Pamphlet Text, Translation, & Printing	N/A	
Mailing Inserts	N/A	
Other – Specify – Advertizing	N/A	
Voter Outreach Services	N/A	
Translation Services (Touch Screen, Publicity)	X	
Sample Ballots	X	
Worker Recruitment and Training	X	
Ballot Replacement Site Acquisition & Staffing	N/A	
Supply / Equipment Acquisition and Testing	X	
Supply / Equipment Delivery and Pickup	X	
Election Day Support	X	
Ballot Layout and Programming	X	
Ballot Printing	X	
Mail Ballot Processing	X	
Ballot Tabulation	X	
Consulting Fees	X	
Vendor Charges	X	
Election Worker Wages	X	
Polling Place User Fee	X	

Regular BOS Meeting

Date: 10/26/2010

Submitted For: Linda Eastlick, Elections
Eastlick,
Elections
Director
Submitted By: Linda Eastlick, Elections
Department: Elections
Presenter's Name:

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Committee

Background Information

ARS 16-821(B) provides if a vacancy exists in the office of precinct committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Thirty-six individuals have been submitted by the Gila County Republican Committee for appointment to the office of Precinct Committeeman and per statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Republican Party has submitted the names of thirty-six new precinct committmen for appointment by the Board of Supervisors

Recommendation

Board of Supervisors' approval of the thirty-six precinct committeemen appointments as submitted by the Gila County Republican Committee

Suggested Motion

Approval of the appointments of the following thirty-six precinct committeemen as submitted by the Gila County Republican Committee: Globe 2-Richard Moran; Globe 4-Dennis Melford; Globe 11-Bradley Werrell; Claypool 2-William Ray Stoltz; Gisela-George Demack; Sierra Ancha-Karen Schneider; Christmas-Pat Clark; Payson 1-William W. Shreeve; Payson 2-Susan Everhart and William D. Powers; Payson 3-Diane Baran, Ronald Baran, John Calderwood, Anita Dewitz, Horst Dewitz, Dorothy Gossard, Lolly Hathhorn, Al Poskanzer, Colleen Russell and Tommy Russell; Payson 5-Norma Fallers, Betty S. Garretson, Vernon Garretson and Alvin Schmalzer; Payson 6-Steve Ellis and Randi Sanders; Payson 7-Vickie Cool, June Dudley, Gregory Friestad and Sharyn C. Friestad; Payson 8-Patricia Steely, Margaret L. Vaughn and Janet Williams; and Star Valley-Kristan Dillon, Jann R. Durst and Lynn E. Durst.

Attachments

Link: Republican PC's

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

RICHARD MORAN a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 967 N Hill St Address GLOBE City AZ 85501 State Zip

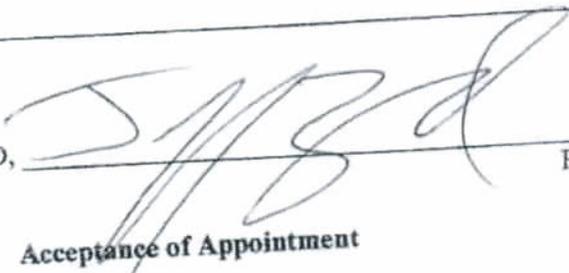
Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT GLOBE #2
CODE Number _____ to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED,  _____ Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona
Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed RT 2 _____ Date 9/14/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

DENNIS MELFORD a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 460 E COTTENWOOD ST GLOBE AZ 85501
Address City State Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT GLOBE #4
CODE Number _____ to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED,



Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Dennis Melford Date 9/5/2010

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

BRADLEY WERRELL a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 8720 S. SHARPS RD Address GLOBE City AZ State 85501 Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT GLOBE #11
CODE Number _____ to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

____ Resignation of _____

____ Death of _____

RESPECTFULLY SUBMITTED,  Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  Date 9/13/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

WILLIAM RAY STOLTZ a duly qualified Republican elector residing

LIST NAME AS YOU ARE REGISTERED

At: 751 W. KITT PEAK RD Address Miami City AZ 85539 State Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

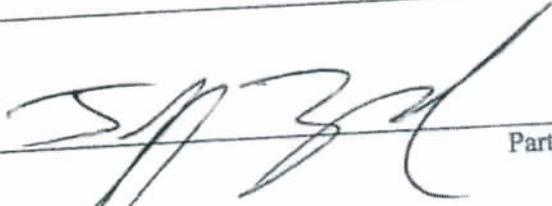
Was elected a Precinct Committee Person in Gila County, PRECINCT Claypool #2
CODE Number _____ to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

____ Resignation of _____

____ Death of _____

RESPECTFULLY SUBMITTED,



Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed William R. Stoltz Date 9/20/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9/23/10 Date
GEORGE DEMACK a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 255 S. ELM DR (GISELA) PAYSON AZ 85541-2067
Address City State Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT GISELA
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____ Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed George Demack Date 9-9-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

Karon Schneider a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 37 Windy Hill Drive Recessett AZ 85541
Address City State Zip

(928) 467-3110 (928) 231-0162 (928) 231-0162
Home Phone Work Phone Cell Phone

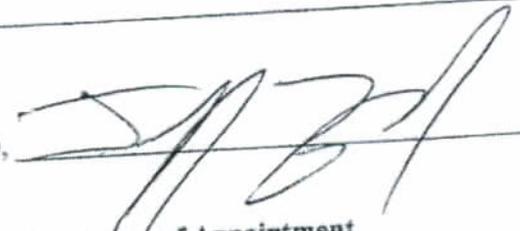
877-789-9899 Kschneider@azfreepress.com
Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT SIERRA ANCHA
CODE Number _____ to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

____ Resignation of _____

____ Death of _____

RESPECTFULLY SUBMITTED,  Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Karon Schneider Date 9/21/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

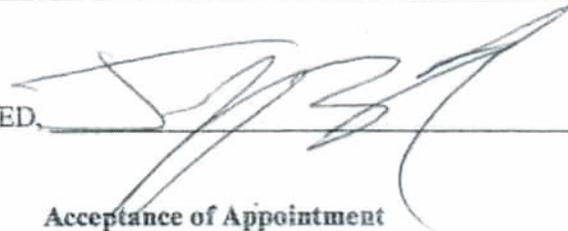
Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date
PAT CLARK a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 595 LAKIOT LANE Address GILBERT City AZ State 85501 Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT 511215THAS
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____ Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
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 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  Date 9/9/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

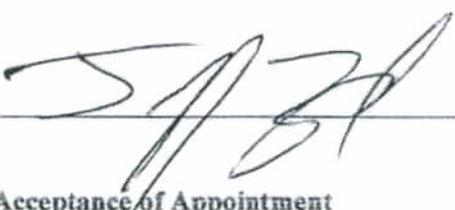
Please be advised that at a duly constituted meeting of Gila County held on 9/23/10 Date
WILLIAM W. SHREEVE a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1205 W NUGGET LANE Address PAYSON City AZ State 85541 Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #1
CODE Number 225B to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.
____ Resignation of _____
____ Death of _____

RESPECTFULLY SUBMITTED,  _____ Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

- Gila County Republican Committee**
- The minimum of duties of a Precinct Committeeperson shall include:
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 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed W Shreve Date 9-13-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

Susan Everhart a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: PO Box 492 Address Payson City AZ State 85547 Zip

928 474 8126 Home Phone 595-1402 Cell Phone

928 474-4281 Fax severhart65@gmail.com Email

Was elected a Precinct Committee Person in Gila County, PRECINCT 2
CODE Number 230 to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- Resignation of _____
- Death of _____

RESPECTFULLY SUBMITTED,  Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

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3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Susan Everhart Date 9-25-10

GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9/23/10 Date

William D. Powers a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 119 E. PINE ST. PAYSON AZ 85541
PAYSON, AZ 85541-5523 City State

Home Phone 928-474-4000 Work Phone Cell Phone
Fax Email WILLPOWERSALES@G.COM

Was elected a Precinct Committee Person in Gila County, PRECINCT 2 Payson
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED, _____ Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
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 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed W D Powers Date 9-6-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

DIANE BARAN a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 211 S. POINT CIRCLE PAYSON AZ 85541
Address City State Zip

928 472 6908
Home Phone Work Phone Cell Phone

dianebaran@mpgcable.com
Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235, J to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- Resignation of _____
- Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

- Gila County Republican Committee**
- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Diane Baran Date 9-30-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

RONALD BARAN a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 211 S. POINT CIRCLE PAYSON AZ 85541
Address City State Zip

928 472 6908
Home Phone Work Phone Cell Phone

Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235.J to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- Resignation of _____
- Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

- Gila County Republican Committee**
- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed R Baran Date 9-30-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

JOHN CALDERWOOD a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 209 S. POINT CIRCLE Address PAYSON City AZ State 85541 Zip

928 474 1446 Home Phone Work Phone Cell Phone

Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235, J to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- Resignation of _____
- Death of _____

RESPECTFULLY SUBMITTED,  Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed John B. Calderwood Date 10/1/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10

ANITA DEWITZ a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

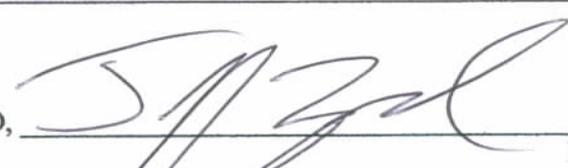
At: 1702 WEST BIRCH DRIVE PAYSON AZ 85541
Address City State Zip

928 472 7304
Home Phone Work Phone Cell Phone

Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235.J to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- Resignation of _____
- Death of _____

RESPECTFULLY SUBMITTED,  Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Anita Dewitz Date 9/30/2010

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9.23.10 Date

HORST DEWITZ a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1702 WEST BIRCH DRIVE PAYSON AZ 85541
Address City State Zip

928 472 1304
Home Phone Work Phone Cell Phone

Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235J to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Jeff A. Dewitz Date 9/30/2010

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

DOROTHY GOSSARD a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1608 W. BONITA Address PAYSON City AZ 85541 State Zip

928 472 3329 Home Phone Work Phone Cell Phone

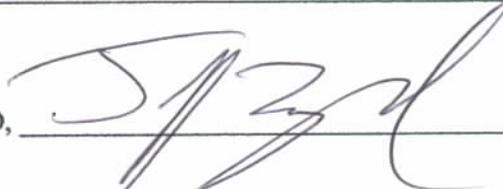
Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235.J to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED,  Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Dorothy A Gossard Date 10/1/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

LOLLY HATHORN a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 3015 GREEN VALLEY PKWY PAYSON AZ 85541
Address City State Zip

928 474 2334 Home Phone Work Phone Cell Phone

Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235-J to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED,  Party Chair

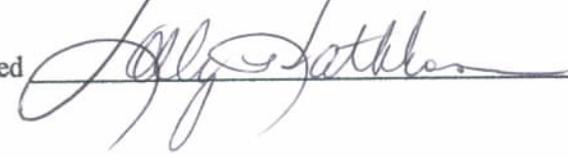
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  Date 10-01-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date
AL POSKANZER a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 101 N. FAWN DRIVE Address PAYSON City AZ State 85541 Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235 J to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Al Poskanzer Date 9/30/2010

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

COLEEN RUSSELL a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1704 W. BONITA ST. PAYSON AZ 85541
Address City State Zip

928 474 7526
Home Phone Work Phone Cell Phone

Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235, J to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Coleen Russell Date 9/30/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10

Tommy Russell a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1704 W. BONITA ST. PAYSON AZ 85541
Address City State Zip

928 474 7526 _____
Home Phone Work Phone Cell Phone

Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #3
CODE Number 235.J to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

- Gila County Republican Committee**
- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  _____ Date 10/1/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9/23/10 Date
NORMA FALLERS a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 8110 W. VISTA DEL NORTE Address PAYSON City AZ State 85541 Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #5
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____ Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

- Gila County Republican Committee**
- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Norma Fallers Date 9-7-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9/23/10
Date

BETTY S. GARRETTSON a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1316 N. SUNSHINE LANE PAYSON AZ 85541
Address City State Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #5
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
____ Resignation of _____
____ Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona
Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Betty S. Garrettson Date 9-13-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

VERNON GARRETSON a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1316 N. SUNSHINE LANE Address PAYSON City AZ State 85541 Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #5
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

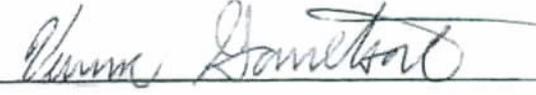
RESPECTFULLY SUBMITTED,  _____ Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  Date 9/17/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

ALVIN SCHMALZERS a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1401 N. FARVIEW DRIVE PAYSON AZ 85541
Address City State Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #5
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- ____ Resignation of _____
- ____ Death of _____

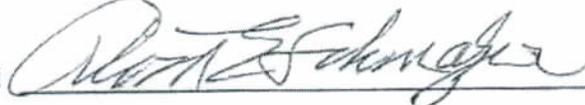
RESPECTFULLY SUBMITTED,  _____
Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  _____ Date 9-16-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date

Steve Ellis a duly qualified Republican elector residing

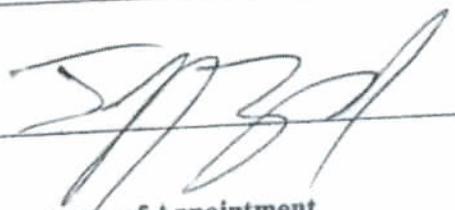
LIST NAME AS YOU ARE REGISTERED
At: 105 W. Wade Ln Payson AZ 85541
Address City State Zip

301 S. Basset Lane
Home Phone Work Phone Cell Phone

Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT Payson #6
CODE Number _____ to fill a vacancy in the same Precinct because of:

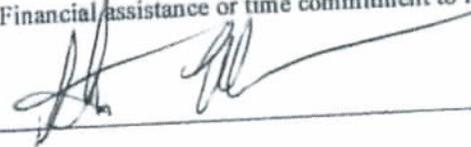
- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  Date 10-8-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9/23/2010 Date

RANDI SANDERS a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 624A N. PONDEROSA CIRCLE PAYSON AZ 85541
Address City State Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #6
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
 Resignation of _____
 Death of _____

RESPECTFULLY SUBMITTED, [Signature] Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Randi Sanders Date 10/8/10

**PART ELEVEN:
PC Appointment Form**

Request for Precinct Committee Appointment

Congressional District 1 County Yila Legislative District 5 Precinct Name & Number Payson #7 242

Request is hereby made to the Chairman of the above designated District and the Chairman of the County Republican Committee, that the following named Person be appointed to the office indicated below:

PRECINCT COMMITTEEMAN (P.C.)

Vicki Cool Vicki Cool
FULL AND COMPLETE NAME AS REGISTERED TO VOTE. PLEASE, PRINT or TYPE
605 W. Overland Rd., Payson, AZ
STREET/ CITY/ ZIP CODE 85541

MAILING ADDRESS, IF DIFFERENT

928 468-2436 () () ()
HOME TELEPHONE BUSINESS MOBILE FAX

E-MAIL KLVLCOOL2@msn.com

Number of PCs authorized for Precinct _____ Date of Birth 2/2/48
Month/Day/Year

Number of Vacancies _____

Verify that the individual is registered to vote at the above address

Vicki Cool
Applicant's Signature

Oct. 8, 2010
Date

Precinct Captain's Signature

10/11/2010
Date

District or County Chairman's Signature

Delivered to county Republican Headquarters:

Date

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

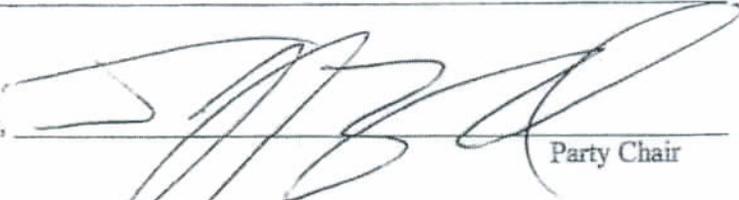
Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date
JUNE DUDLEY a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1700 N. DOGIE CIRCLE Address PAYSON City AZ State 85541 Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #7
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed June T. Lindley Date 9-2-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9/23/10 Date

GREGORY FRIESTAD a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 901 N. McLANE PAYSON AZ 85541
Address City State Zip

Home Phone _____ Work Phone _____ Cell Phone _____

Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #7
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

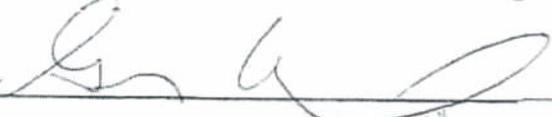
RESPECTFULLY SUBMITTED,  _____ Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  Date 9-15-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

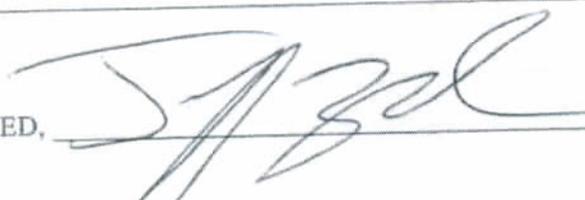
TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9/23/2010 Date
Sharyn C. Friested a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 901 N. McLane Rd., Payson, AZ 85541
Address City State Zip
(928) 474-5709
Home Phone Work Phone Cell Phone
Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #17
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Sharyn C. Friested Date 10/3/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 7-23-10 Date

PATRICIA STEELY a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 2600 W. PALMER Address PAYSON City AZ State 85541 Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #8
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____ Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  _____ Date 9-8-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

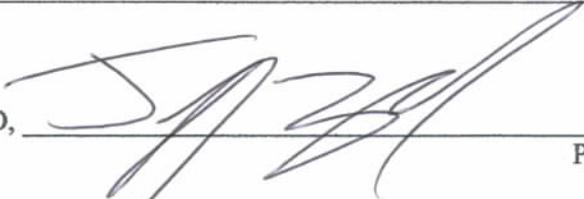
Please be advised that at a duly constituted meeting of Gila County held on 9-23-10 Date
MARGARET L VAUGHN a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 136 W. MARYPATRICIA DR Address PAYSON City AZ 85541 State Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #8
CODE Number 243 to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.
____ Resignation of _____
____ Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

- Gila County Republican Committee**
- The minimum of duties of a Precinct Committeeperson shall include:
1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
 2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
 3. Active assistance to the Republican Party in obtaining Republican registered voters.
 4. Active assistance to Republican voters on Election Day.
 5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Margaret L. Vaughn Date 9-22-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9/23/2010 Date

JANET WILLIAMS a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

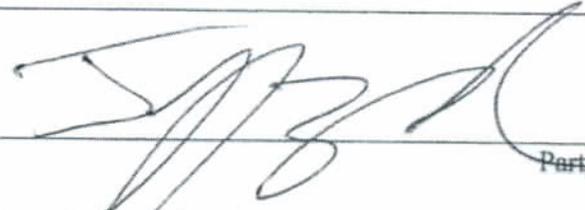
At: 505 W. ARABIAN WAY PAYSON AZ 85541
Address City State Zip

928-474-1213 Home Phone Work Phone Same Cell Phone

Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT PAYSON #8
CODE Number _____ to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair
Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

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2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Janet Williams Date 9/19/2010

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9-23-10

KRISTAN DILLON a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 139 N. PINON ROAD PAYSON AZ 85541
Address City State Zip

Home Phone _____ Work Phone _____ Cell Phone _____
Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT STAR VALLEY
CODE Number 246 to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

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3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed  Date 9/22/10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9.23.10 Date

JANN R. DURST a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 388 S. MOONLIGHT DR Address STAR VALLEY City AZ State 85541 Zip

928.472.7226 Home Phone _____ Work Phone _____ Cell Phone _____

Fax _____ Email _____

Was elected a Precinct Committee Person in Gila County, PRECINCT Star Valley
CODE Number 246 to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- _____ Resignation of _____
- _____ Death of _____

RESPECTFULLY SUBMITTED,  _____
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

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3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Jann R. Durst Date 9.25.10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 9.23.10 Date

Lynn E Duost a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 388 S. Moonlight Dr. Star Valley AZ 85541
Address City State Zip

928-472-7226
Home Phone

Work Phone Cell Phone
TedDuost@yahoo.com
Email

Fax

Was elected a Precinct Committee Person in Gila County, PRECINCT 24 Star Valley
CODE Number 346 to fill a vacancy in the same Precinct because of:

A legal vacancy has not been filled.

Resignation of _____

Death of _____

RESPECTFULLY SUBMITTED, _____

Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

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4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed _____

Date 9/25/2010

Regular BOS Meeting

Date: 10/26/2010

Reporting Period: Payson Regional Justice Court Statistical Report for August 2010

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Superior Court

Information

Subject

Payson Regional Justice Court Statistical Report for August 2010

Suggested Motion

Approval of the August 2010 monthly departmental activity report submitted by Payson Regional Justice Court.

Attachments

Link: [Payson Regional Justice Court Statistical Report for August 2010](#)

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: August 2010

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	79	7	148	234
Filed	16	1	33	50
Transferred In	0	0	0	0
SUBTOTAL	95	8	181	284
Transferred Out	0	0	0	0
Other Terminations	24	2	24	50
TOTAL TERMINATIONS	24	2	24	50
Statistical Correction	0	0	0	0
Pending End of Month	71	6	157	234

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
260	2	0	262	0	2	2	0	260

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
989	298	0	1,287	0	23	342	365	0	922

Civil Traffic Hearings Held: **4**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)					
Filed	126	Trans In	0	TOTAL	126

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: August 2010

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	576	68	0	644	1	84	85	0	559
Failure to Appear (Non-Traffic)	84	0	0	84	0	1	1	0	83
TOTAL	660	68	0	728	1	85	86	0	642

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **0**

Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
29	15	0	44	0	4	4	0	40

Felony Preliminary Hearings Held: **0**

Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **147**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: August 2010

CIVIL COMPLAINTS				
	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	55	8	232	295
Filed	10	9	36	55
Transferred In	0	0	0	0
SUBTOTAL	65	17	268	350
Transferred Out	0	0	0	0
Other Terminations	2	8	22	32
TOTAL TERMINATIONS	2	8	22	32
Statistical Correction	0	0	0	0
Pending End of Month	63	9	246	318

Small Claims Hearings Held/Defaults: **0** Civil Court Trials Held: **2**

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: **0** Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	15	12	6	18
Harassment	22	20	1	21

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT
--

Order of Protection: **4** Injunction Against: **1**

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: **0** Fugitive Complaints Filed: **0**
 Juvenile Hearings Held: **0** Search Warrants Issued: **15**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: August 2010

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	180
Serious Violations	12
All Other Violations	657
TRAFFIC TOTAL	849

CRIMINAL WARRANTS OUTSTANDING

Felony	133
Misdemeanor	837
CRIMINAL TOTAL	970

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court

Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit

(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Name of Preparer

Date of Preparation

Regular BOS Meeting

Date: 10/26/2010

Reporting Period: September 2010

Submitted For: Samuel Brewer, Payson Regional Constable

Submitted By: Cheryle Wood, Constable - Payson

Information

Subject

Payson Constable Monthly Report for September 2010

Suggested Motion

Approval of the September 2010 monthly departmental activity report submitted by the Payson Regional Constable.

Attachments

Link: [Payson Constable September 2010 Monthly Report](#)



**PAYSON REGIONAL CONSTABLE
SAM H. BREWER**

**SEPTEMBER 2010
MONTHLY REPORT**

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FEES COLLECTED

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LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT



**PAYSON REGIONAL CONSTABLE
SAM H. BREWER**

October 5, 2010

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S MONTHLY ACTIVITY SHEET

For the month of **September, 2010**, the Payson Constable's Office:

- ◆ Received a total of **150** papers for service
- ◆ Drove a total of **2,010** miles
- ◆ Collected a total of **\$2,702.60** as follows:

Check Total =	\$2,082.60
Cash Total =	<u>620.00</u>
Total Deposited =	\$2,702.60
Less Writ Fee (10 @ \$5.00/each) Collected= (Check #2242/Treasurer's Receipt #98287)	(\$ 50.00)
Less Reimbursement for insufficient funds check & bank charges from 8/13/10 =	<u>(\$ 78.00)</u>
Paid to General Fund = (Check #2243/Treasurer's Receipt #98288)	\$2,574.60
 Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable =	 <u>\$ 875.00</u>
 Grand Total Paid to General Fund =	 <u>\$3,449.60</u>

Respectfully submitted,



Sam H. Brewer
Payson Regional Constable
Gila County, Payson, Arizona

2009-2010 CONSTABLE OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS

2009 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2010 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
JANUARY	205	1,151	\$2,878.62	JANUARY	192	1,776	\$2,696.80
FEBRUARY	192	2,214	\$4,020.76	FEBRUARY	211	1,790	\$4,248.40
MARCH	250	2,586	\$3,839.02	MARCH	212	1,800	\$3,783.20
APRIL	199	2,169	\$3,736.40	APRIL	230	2,098	\$3,019.60
MAY	195	1,553	\$2,945.40	MAY	209	1,921	\$3,523.15
JUNE	239	2,530	\$3,322.44	JUNE	272	2,112	\$4,141.62
JULY	252	2,093	\$3,042.64	JULY	228	1,574	\$3,866.70
AUGUST	211	2,036	\$3,307.40	AUGUST	176	1,938	\$3,062.90
SEPTEMBER	219	2,640	\$3,555.45	SEPTEMBER	150	2,010	\$2,702.60
COMPARISON TOTAL	1,962	18,972	\$30,648.13	COMPARISON TOTAL	1,880	17,119	\$31,044.97
				Difference	-82	-1,853	+\$396.84
OCTOBER	302	2,788	\$4,219.20	OCTOBER			
NOVEMBER	188	1,956	\$3,111.60	NOVEMBER			
DECEMBER	215	2,234	\$3,246.20	DECEMBER			
YEAR TOTAL:	2,667	25,950	\$41,225.13	YEAR TOTAL:	1,880	17,119	\$31,044.97

Note: Fees Collected column amounts do not include the \$875.00 per month received from the Town of Payson per contract.

CHECK AND CASH RECEIVED FOR MONTH				SEPTEMBER	2010
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
09/02/2010	#1341	\$32.00	2010CV679-HA	Royer, Cristine	Wolf, Michael
09/03/2010	#10804	\$48.00	CV2010-00300	Chase Bank USA, NA (Az Quick Svc)	Vincent, William & J. Doe
09/03/2010	#29967	\$48.00	2010CV611-OV	Riverwalk Holdings, LTD (Frontier)	Duhamell, Sr., Dallas & "Jane Doe"
09/07/2010	#1424/295710	\$88.00	2010CV694-HA	Polk, James Edward	Mitchel, Michael
09/08/2010	#1092893123-8/17/10	\$32.00	CIV09-2387-PHX-MHB	Lincoln, Terry v. State of AZ, DPS, et al (AZ Quick Svc)	DePugh, Emily
09/08/2010	#204000	\$32.00	2010CV598-UN	LVNV Funding LLC (Guglielmo)	Cake, Jot
09/08/2010	#204001	\$32.00	2010CV600-UN	P.R.M.C. (Guglielmo)	Chambers, Chantnon
09/08/2010	#204002	\$48.00	2010CV595-UN	LVNV Funding LLC (Guglielmo)	Davidson, Tamara & Paul
09/08/2010	#500422	\$32.00	CV2010-00320	Canyon State Credit Union (Gust Rosenfeld)	Soldevere, Joseph & Janet M.
09/08/2010	#500420	\$32.00	CV2010-00319	Canyon State Credit Union (Gust Rosenfeld)	Kemper, Faye A. & Thomas M.
09/08/2010	#236/295711	\$32.00	2010CV697-HA	McMillen, Roxane	Hulbert-Ide, Jiersten
09/08/2010	#295712	\$32.00	2010CV698-HA	Addington, Kayla	Szabo, Joshua
09/08/2010	#295713	\$32.00	2010CV699-HA	Addington, Kayla	Koch, Heidi
09/08/2010	#9463/295714	\$61.00	2009CV891-FD	Olsen v. Brown (Harper)	Mazatzal Hotel & Casino, garnishee
09/08/2010	#295715	\$38.00	2010CV695-FD	Houston Creek RV Park	Nye, James
09/08/2010	#295716	\$38.00	2010CV696-FD	Hinds, Donald	Babicz, Ken & Ethel
09/09/2010	#295717	\$32.00	2010CV700-SC	Coons, Gordon & Kiersten Hulbert	Hulbert, Ty
09/09/2010	#295718	\$32.00	2010CV703-HA	Hoffner, Cristal	Boyle, Lisa
09/10/2010	#295719	\$52.00	5 Day Rental Notice	Pine Creek RV Park & Mini Storage	Camden, Shelly; Wiles, Jessica; Johnson, Brooke, Matthew & Holly
09/10/2010	#295720	\$88.00	2010CV684-HA	Johns, Kathy	Eaton, Loren
09/10/2010	#295721	\$32.00	2010CV709-SC	Q.C. Financial dba Quik Cash	Porter, Jackie
09/10/2010	#295722	\$32.00	2010CV710-HA	Peters, Brian	Stachar, Kathy
09/10/2010	#204855	\$61.00	CV2010-010190	Discover Bank v. Collins, Ann M. (Guglielmo)	Pine Creek Swings, LLC, garnishee
09/13/2010	#21765	\$48.00	FC2005-007782	Lau, Alice (Integrity)	Lau, Jerry
09/14/2010	#10818	\$32.00	Letter	Campini, Ed (AZ Quick Svc)	Lloyd, Patricia
09/14/2010	#10818	\$48.00	312010CA074261	Wells Fargo Bank NA (AZ Quick Svc)	Holman, Judith & Sidney
09/14/2010	#185135	\$69.00	2010CV660-FD	Bosley Mgmt of AZ dba Maurnez Apt (Koglmeier)	Bowers, Richard
09/14/2010	#30016	\$48.00	2010CV720-OV	Capital One Bank (USA) NA (Frontier)	Jimenez, Jimmie G. & "Jane Doe"
09/14/2010	#1598/295723	\$32.00	2010CV180-SC	Payson Automotive Supply & Equipment dba Carquest Auto Parts	Ed's Tire & Auto, Bowman, Ed & June
09/16/2010	#3462/295724	\$38.00	2010CV726-FD	Cliff Potts & Prudential AZ Realty	Kennedy, Terrice & all occupants
09/16/2010	#500596	\$31.20	CV2010-00320	Canyon State Credit Union (Gust Rosenfeld)	Soldevere, Joseph & Janet M.

09/16/2010	#500595	\$16.00	CV2010-00319	Canyon State Credit Union (Gust Rosenfeld)	Kemper, Faye A. & Thomas M.
09/16/2010	#5230003207	\$48.00	FC2007-090990	Dedmon, Brian	Dedmon-Higgins, Coleen
09/16/2010	#500424	\$32.00	2010CV691-OV	Canyon State Credit Union (Gust Rosenfeld)	Sahlsten, Jr., Curt A. & "Jane Doe"
09/17/2010	#295725	\$32.00	2010CV729-HA	Van Zile, Anna	Sandoval, Roy
09/17/2010	#295726	\$32.00	2010CV730-HA	Van Zile, Anna	Sandoval, Sylvia
09/17/2010	#206344	\$61.00	2010CV364-OV	P.R.M.C. v. Vaneckhoutte, Kevin S. & "Jane Doe" (Guglielmo)	Wells Fargo Bank, garnishee
09/17/2010	#206346	\$61.00	2007CV329-OV	P.R.M.C. v. Rodgers, Jennifer & Joe (Guglielmo)	Wells Fargo Bank, garnishee
09/20/2010	#206115	\$16.00	2010CV577-OV	P.R.M.C. (Guglielmo)	Moore, Wesley
09/20/2010	#20079	\$38.00	2010CV734-FD	Frontier Village Partners dba Aspen Cove Condos (Evans, Dove)	Rogers, Kenney & Talamonte, Stephanie
09/20/2010	#20078	\$38.00	2010CV733-FD	Frontier Village Partners dba Aspen Cove Condos (Evans, Dove)	Simmons, Chris & "Jane/John Does I-X"
09/20/2010	#10840	\$32.00	Job 53787; Colorado District Ct, El Paso Cty	Prestige Financial Services v. Porcelli, Peter & Rose (AZ Quick Svc)	Porcelli, Rose
09/20/2010	#0961313204	\$48.00	09-17263-CC	The International Saving Plan Co dba ISPC (McDermond's)	Moss, Christopher & Tabitha
09/20/2010	#102860	\$48.00	CV2010-024515	Bank of America, NA v. Covenant Interests-Corporate, LLC, et al (DL Investigations)	Utterback, Micah C. & Melinda J.
09/21/2010	#500658	\$16.00	2010CV691-OV	Canyon State Credit Union (Gust Rosenfeld)	Sahlsten, Jr., Curt A.
09/22/2010	#2131/295727	\$48.00	2009CR552	State v. Flibotte, Robert (Brisson and Flynn)	Taft, Daniel
09/22/2010	#30068-8/20/10	\$35.20	2010CV652-UN	Mutual Security Federal Credit Union (Frontier)	Roeder, Alan Herbert
09/23/2010	#295728	\$32.00	2010CV747-SC	Jaeger, Daniel C.	Nelson, Lynn
09/24/2010	#295729	\$52.00	2010CV748-HA	Addington, Wallace	Graham, Gerald
09/27/2010	#295730	\$32.00	2010CV750-HA	Johnson, Jeff	Conley, Steven
09/27/2010	#1310	\$61.00	2009CV898-UN	Chaparral Pines Community Assn v Kaufman, Richard & Evelyn M. (Get Smart)	Wells Fargo Bank, garnishee
09/27/2010	#10857	\$48.00	30-2010-00408293-SC-SC-HLH	Edwards, Neal (AZ Quick Serve)	Baldwin, John & Ann
09/27/2010	#10857	\$48.00	CV2010-00336	Chase Bank USA, NA (Az Quick Svc)	Young, Daniel C. & "J. Doe"
09/27/2010	#0500	\$61.00	CC2009647750RC	Dell Financial Services, LLC v. McCarthy, Shaun A. (Tag)	JPMorgan Chase Bank, NA, garnishee
09/28/2010	#1315/295731	\$32.00	2010CV756-HA	Skousen, Jr., Willard R.	Thiele, Richard
09/28/2010	#1315/295732	\$32.00	2010CV758-HA	Skousen, Jr., Willard R.	Thiele, Jessica
09/28/2010	#1992/295773	\$82.00	2010CV592-SC	T and R Apartments, LLC v. Hunter, Tamara	Pine-Strawberry Elementary School, garnishee
09/28/2010	#9499700499	\$75.20	FC2007-050274	Larson, Rachel L.	Pratt, Benjamin E.
09/29/2010	#295734	\$32.00	2010CV767-HA	Conley, Steve	Johnson, Jeff
09/29/2010	#208081	\$61.00	2009CV407-UN	P.R.M.C. v. Chovanec, Traci (Guglielmo)	Canyon State Credit Union, garnishee
09/30/2010	#0517	\$32.00	CV2010-00258	Target National Bank fka Retailers National Bank (Tag)	O'Dell, Marilyn G.

09/30/2010	#208233	\$32.00	2010CV714-OV	Alliance Credit Svcs (Guglielmo)	Branham, James & "Jane Doe"
09/30/2010	#203075	\$25.00	2010CV612-OV	LVNV Funding LLC (Guglielmo)	Wood, Darla
09/30/2010	#208235	\$32.00	2010CV715-UN	Barclays Bank Delaware (Guglielmo)	Caldwell, George & "Jane Doe"
	Total Deposit for September 2010	\$2,702.60			
	10/1/10-Constable Ck#2242-Writ Fees Collected	-\$50.00			
	Reimburse ck acct for 8/13/10 Babicz Insuf Funds	-\$78.00			
	Adjusted Service Fees Collected For September 2010; 10/1/10 Constable Ck#2243	\$2,574.60			

PAYSON REGIONAL CONSTABLE

Sam H. Brewer

Payson Regional Justice Court, Gila County

108 West Main Street Payson, Arizona 85541

(928) 474-3844



Date: 10/1/2010

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

9/1/2010 TO 9/30/2010

Number of Cases	Description
1	5 Day Notice To Vacate (Fee)
3	Complaint/Summons/Answer (Fee)
1	Hearing Order-Injunction Against Harassment (Fee)
4	Injunction Against Harassment (Fee Waived By Ct) (Fee)
15	Injunction Against Harassment (Fee)
1	Letter (Fee)
1	Motions For Change of Custody & Opposition of Minor Relocation & Orders (Fee)
1	Order (Fee)
1	Order For Deposition (Fee)
2	Order To Appear (Fee)
1	Order To Appear For Supplemental Proceedings (Fee)
1	Order To Appear; Petition For Modification Of Child Support, Visitation (Fee)
1	Petition For Order To Appear; Order To Appear (Fee)
20	Summons & Complaint (Fee)
11	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

9/1/2010 TO 9/30/2010

Number of Cases	Description
5	Summons & Complaint-Forcible Detainer (Fee)
4	Writ Of Garnishment (Earnings) & Summons (Fee)
5	Writ Of Garnishment (Non-Earnings) & Summons (Fee)
1	Writ Of Restitution (Fee)
2	Amended Order of Protection
1	Hearing Order
2	Letter
1	Notice Of Hearing
1	Notice Of Hearing Prior To Injunction Against Harassment
1	Notice of Violation-Request For Voluntary Compliance
9	Notice To Appear; Petition
13	Order Of Protection
31	Subpoena
3	Subpoena Trial Reset
7	Summons
<hr/>	
Total Number of Fee Services	79
Total Number of Non Fee Services	71
Total Number of Services	150

PAYSON REGIONAL CONSTABLE

Sam H. Brewer
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



ITEMIZED SERVICES by DATE RECEIVED for TREASURER
9/1/2010 TO 9/30/2010

Date: 10/4/2010

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/2/2010	9/2/2010	2010CV679-HA Injunction Against Harassment	Cristine M. Royer Michael Wolf	Michael Wolf 803 W. Longhorn Road, #1 Payson, AZ 85541	Michael Wolf Hike Bike Run 600 E. Highway 260 Payson, AZ 85541	\$32.00 \$32.00	#1341	Payson Regional Justice Court	0 1
9/3/2010	9/20/2010	2010CV611-OV Summons & Complaint	Riverwalk Holdings, Ltd., LP Dallas Duhamel, Sr. & "Jane Doe" Duhamel	Dallas Duhamel, Sr. Lot 31 Elk Drive Strawberry, AZ 85544	Dallas Duhamel, Sr. Constable's Office 108 W. Main Street Payson, AZ 85541	\$59.20 \$32.00	#29967	Payson Regional Justice Court	0 1
9/3/2010		CV2010-00300 Summons & Complaint; Certificate Of Compulsory Arbitration	Chase Bank USA, N.A. William J. Vincent & "J. Doe" Vincent	William J. Vincent 1508 W. Bravo Taxiway, #5 Payson, AZ 85541		\$32.00 \$32.00	#10804	Gila County Superior Court	0 0
9/3/2010		CV2010-00300 Summons & Complaint; Certificate Of Compulsory Arbitration	Chase Bank USA, N.A. William J. Vincent & "J. Doe" Vincent	"Jane Doe" Vincent 1508 W. Bravo Taxiway, #5 Payson, AZ 85541		\$16.00 \$16.00	#10804	Gila County Superior Court	0 0
9/7/2010	9/7/2010	2010CV694-HA Injunction Against Harassment	James Edward Polk Michael Mitchel	Michael Mitchel 232 E. Stephens Way Tonto Basin, AZ 85553	Michael Mitchel 232 E. Stephens Way Tonto Basin, AZ 85553	\$88.00 \$88.00	#1424/295710	Payson Regional Justice Court	0 1
9/8/2010	9/8/2010	2010CV697-HA Injunction Against Harassment	Roxane McMillen Kiersten Hulbert-Ide	Kiersten Hulbert-Ide Moose Lodge 4211 E. Highway 260 Star Valley, AZ 85541	Kiersten Hulbert-Ide Moose Lodge 4211 E. Highway 260 Star Valley, AZ 85541	\$32.00 \$32.00	#236/295711	Payson Regional Justice Court	0 1
9/8/2010	9/9/2010	2010CV699-HA Injunction Against Harassment	Kayla Addington Heidi Koch	Heidi Koch Hospice Compassus 472 S. Mud Springs Road Payson, AZ 85541	Heidi Koch 202 W. Chateau Circle Payson, AZ 85541	\$32.00 \$32.00	#295713	Payson Regional Justice Court	0 3
9/8/2010	9/9/2010	2010CV698-HA Injunction Against Harassment	Kayla Addington Joshua Ray Szabo	Joshua Ray Szabo 1009 W. Bridle Path Payson, AZ 85541	Joshua Ray Szabo 512 S. Beeline Highway Payson, AZ 85541	\$32.00 \$32.00	#295712	Payson Regional Justice Court	0 2
9/8/2010	9/13/2010	2009CV891-FD Writ Of Garnishment (Earnings) & Summons	Ted Olsen Yvonne Brown	Mazatzal Casino, garnishee c/o Laura Nanty Highway 87, Mile Post 251 Payson, AZ 85541	Mazatzal Casino, garnishee c/o Laura Nanty Highway 87, Mile Post 251 Payson, AZ 85541	\$61.00 \$61.00	#9463	Payson Regional Justice Court	0 1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

9/1/2010 TO 9/30/2010

Date: 10/4/2010

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/8/2010	9/9/2010	2010CV695-FD	Houston Creek RV Park	James L. Nye	Posted-front door	\$38.00	#295715	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	James L. Nye	480 S. Rainbow Drive, #64 HC4, Box 17B Star Valley, AZ 85541	480 S. Rainbow Drive, #64 HC4, Box 17B Star Valley, AZ 85541	\$38.00			1
9/8/2010	9/21/2010	2010CV598-UN	LVNV Funding, LLC	Jot Cake	Unserved	\$32.00	#204000	Payson Regional Justice Court	0
		Summons & Complaint	Jot Cake & "Jane Doe" Cake	905 E. Oxbow Circle Payson, AZ 85541		\$32.00			5
9/8/2010	9/14/2010	2010CV600-UN	Payson Regional Medical Center	Chantnon Chambers	Toni Perna	\$32.00	#204001	Payson Regional Justice Court	0
		Summons & Complaint	Chantnon Chambers & "John Doe" Chambers	307 E. McKamey Street Payson, AZ 85541	307 E. McKamey Street Payson, AZ 85541	\$32.00			1
9/8/2010	9/14/2010	2010CV595-UN	LVNV Funding, LLC	Tamara Davidson	Paul Davidson	\$32.00	#204002	Payson Regional Justice Court	0
		Summons & Complaint	Tamara Davidson & Paul Davidson	706 W. Forest Circle Payson, AZ 85541	706 W. Forest Circle Payson, AZ 85541	\$32.00			1
9/8/2010	9/14/2010	2010CV595-UN	LVNV Funding, LLC	Paul Davidson	Paul Davidson	\$16.00	#204002	Payson Regional Justice Court	0
		Summons & Complaint	Tamara Davidson & Paul Davidson	706 W. Forest Circle Payson, AZ 85541	706 W. Forest Circle Payson, AZ 85541	\$16.00			1
9/8/2010	9/9/2010	2010CV696-FD	Donald Jay Hinds	Kenneth Babicz & Ethel Babicz	Posted-front door	\$38.00	#295716	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Kenneth Babicz & Ethel Babicz	203 E. Glade Payson, AZ 85541	203 E. Glade Payson, AZ 85541	\$38.00			1
9/8/2010	9/20/2010	2010CV611-OV	Riverwalk Holdings, Ltd., LP	"Jane Doe" Duhamell	Unserved	\$16.00	#29967	Payson Regional Justice Court	0
		Summons & Complaint	Dallas Duhamel, Sr. & "Jane Doe" Duhamel	Lot 31 Elk Drive Strawberry, AZ 85544		\$16.00			1
9/8/2010	9/17/2010	CV2010-00319	Canyon State Credit Union.	Faye Antoinette Kemper	Faye Antoinette Kemper	\$32.00	#500420	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Faye A. Kemper & Thomas M. Kemper	809 W. Overland Road Payson, AZ 85541	809 W. Overland Road Payson, AZ 85541	\$32.00			1
9/8/2010	9/17/2010	CV2010-00319	Canyon State Credit Union.	Thomas M. Kemper	Faye Antoinette Kemper	\$16.00	#500420	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Faye A. Kemper & Thomas M. Kemper	809 W. Overland Road Payson, AZ 85541	809 W. Overland Road Payson, AZ 85541	\$16.00			1
9/8/2010	9/20/2010	CV2010-00320	Canyon State Credit Union.	Joseph Howard Soldevere	Joseph Howard Soldevere	\$47.20	#500422	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Joseph H. Soldevere & Janet Soldevere	3056 Neal Drive Whispering Pines, AZ 85541	3056 Neal Drive Whispering Pines, AZ 85541	\$47.20			1
9/8/2010	9/20/2010	CV2010-00320	Canyon State Credit Union.	Janet Soldevere	Joseph Howard Soldevere	\$16.00	#500422	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Joseph H. Soldevere & Janet Soldevere	3056 Neal Drive Whispering Pines, AZ 85541	3056 Neal Drive Whispering Pines, AZ 85541	\$16.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/9/2010	9/10/2010	2010CV697-HA	Roxane McMillen	Roxane McMillen	Roxane McMillen	\$0.00		Payson Regional Justice Court	0
		Hearing Order-Injunction Against Harassment	Kiersten Hulbert-Ide	602 N. Bobby Jones Payson, AZ 85541	298 E. Butcher Hook Drive, #26 Tonto Basin, AZ 85553	\$0.00			2
9/9/2010	9/9/2010	2010CV700-SC	Gordon Coons & Kiersten Hulbert	Ty Hulbert	Ty Hulbert	\$32.00	#295717	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Ty Hulbert	602 N. Bobby Jones Payson, AZ 85541	602 N. Bobby Jones Payson, AZ 85541	\$32.00			1
9/9/2010	9/10/2010	2010CV703-HA	Cristal Eveline Hoffner	Lisa A. Boyle	Lisa A. Boyle	\$32.00	#295718	Payson Regional Justice Court	0
		Injunction Against Harassment	Lisa A. Boyle	508 S. Manzanita Drive Payson, AZ 85541	610 S. McLane Road Payson, AZ 85541	\$32.00			1
9/10/2010	9/10/2010	5 Day Rental Notice	Pine Creek RV Park & Mini Storage	Shelly Camden, Matthew Johnson, Brooke Johnson, Jessica Wiles Holly Johnson	Brooke Johnson	\$52.00	#295719	N/A	0
		5 Day Notice To Vacate	Shelly Camden, Matthew Johnson, Brooke Johnson, Jessica Wiles Holly Johnson	Pine Creek RV Park 3485 N. Highway 87, Sp #8 Pine, AZ 85544	Pine Creek RV Park 3485 N. Highway 87, Sp. #8 Pine, AZ 85544	\$52.00			1
9/10/2010	9/10/2010	FC2005-007782	Alice Lau	Jerry L. Lau	Jerry L. Lau	\$48.00	#21765	Maricopa County Superior Court	0
		Motions For Change of Custody & Opposition of Minor Relocation & Orders	Jerry L. Lau	200 W. Round Valley Road Payson, AZ 85541	Arizona Department Of Transportation 200 N. Colcord Road, #B Payson, AZ 85541	\$48.00			1
9/10/2010	9/10/2010	2010CV684-HA	Kathy Johns	Loren Eaton	Loren Eaton	\$88.00	#295720	Payson Regional Justice Court	0
		Injunction Against Harassment	Loren Eaton	191 Desert Road Drive Tonto Basin, AZ 85553	Punkin Center Bar Old Highway 188 S. Greenback Road Tonto Basin, AZ 85553	\$88.00			1
9/10/2010	9/15/2010	2010CV709-SC	Q.C. Financial dba Quick Cash	Jackie Porter	Jackie Porter	\$32.00	#295721	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Jackie Porter	900 N. Granite Drive Payson, AZ 85541	Rim Country Health & Retirement Community 807 W. Longhorn Road Payson, AZ 85541	\$32.00			4
9/10/2010	9/15/2010	CV2010-010190	Discover Bank	Pine Creek Swings, LLC, garnishee, c/o Robert Zimmerman	Unserved	\$81.00	#204855	Maricopa County Superior Court	0
		Writ Of Garnishment (Earnings) & Summons	Ann M. Collins	5757 Crooked Pine Lane Pine, AZ 85544		\$61.00			3
9/10/2010	9/20/2010	2010CV710-HA	Brian Peters	Kathy Stachar	Kathy Stachar	\$32.00	#295722	Payson Regional Justice Court	0
		Injunction Against Harassment	Kathy Stachar	1206 W. Remuda Way Payson, AZ 85541	1206 W. Remuda Way Payson, AZ 85541	\$32.00			6
9/14/2010	9/20/2010	2010CV180-SC	Payson Automotive Supply & Equipment, Inc. dba Carquest Auto Parts	Ed's Tire and Auto., Ed Bowman & June Bowman	Ed Bowman	\$32.00	#1598/295723	Payson Regional Justice Court	0
		Order To Appear For Supplemental Proceedings	Ed's Tire and Auto., Ed Bowman & June Bowman	8169 W. Camino Real Mesa Del Payson, AZ 85541	8169 W. Camino Real Mesa Del Payson, AZ 85541	\$32.00			2
9/14/2010	9/16/2010	Letter	Ed Campini	Patricia Lloyd	Patricia Lloyd	\$32.00	#10818	N/A	0
		Letter	Patricia Lloyd	607 W. Solitude Circle Payson, AZ 85541	607 W. Solitude Circle Payson, AZ 85541	\$32.00			2

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

9/1/2010 TO 9/30/2010

Date: 10/4/2010

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/14/2010	9/17/2010	312010CA074261 Summons & Complaint	Wells Fargo Bank, N.A. Judith Ann Holman, et al	Judith Ann Holman 1401 N. Pettet Lane Payson, AZ 85541	Unserved	\$32.00 \$32.00	#10818	Circuit Court of Indian River County, Florida	0 2
9/14/2010	9/17/2010	312010CA074261 Summons & Complaint	Wells Fargo Bank, N.A. Judith Ann Holman, et al	Sidney E. Holman 1401 N. Pettet Lane Payson, AZ 85541	Unserved	\$16.00 \$16.00	#10818	Circuit Court of Indian River County, Florida	0 2
9/14/2010	9/16/2010	2010CV660-FD Writ Of Restitution	Bosley Management of AZ, Inc. dba Maurnez Apartments Richard Bowers	Richard Bowers 110 W. Airport Road, #30 Payson, AZ 85541	Posted-front door 110 W. Airport Road, #30 Payson, AZ 85541	\$69.00 \$69.00	#185135	Payson Regional Justice Court	0 1
9/14/2010	9/16/2010	2010CV720-OV Summons & Complaint	Capital One Bank (USA), N.A. Jimmie G. Jimenez & "Jane Doe" Jimenez	Jimmie G. Jimenez 301 E. Forest Drive Payson, AZ 85541	Jimmie G. Jimenez 301 E. Forest Drive Payson, AZ 85541	\$32.00 \$32.00	#30016	Payson Regional Justice Court	0 1
9/14/2010	9/16/2010	2010CV720-OV Summons & Complaint	Capital One Bank (USA), N.A. Jimmie G. Jimenez & "Jane Doe" Jimenez	Mary H. Jimenez 301 E. Forest Drive Payson, AZ 85541	Mary H. Jimenez 301 E. Forest Drive Payson, AZ 85541	\$16.00 \$16.00	#30016	Payson Regional Justice Court	0 1
9/16/2010	9/20/2010	FC2007-090990 Order To Appear; Petition For Modification Of Child Support, Visitation	Brian Nathaniel Dedmon Coleen Marie Dedmon-Higgins	Coleen Marie Dedmon-Higgins Scoops 201 W. Main Street, Ste. H Payson, AZ 85541	Coleen Marie Dedmon-Higgins Scoops 201 W. Main Street, Ste. H Payson, AZ 85541	\$48.00 \$48.00	#5230003207	Maricopa County Superior Court	0 1
9/16/2010	9/21/2010	2010CV691-OV Summons & Complaint	Canyon State Credit Union. Curt A. Sahlsten, Jr. & "Jane Doe" Sahlsten	Curt Allan Sahlsten, Jr. 603 N. Easy Street Payson, AZ 85541	Linda Gregory 603 N. Easy Street Payson, AZ 85541	\$32.00 \$32.00	#500424	Payson Regional Justice Court	0 1
9/16/2010	9/21/2010	2010CV691-OV Summons & Complaint	Canyon State Credit Union. Curt A. Sahlsten, Jr. & "Jane Doe" Sahlsten	"Jane Doe" Sahlsten 603 N. Easy Street Payson, AZ 85541	Unserved	\$16.00 \$16.00	#500424	Payson Regional Justice Court	0 1
9/16/2010	9/17/2010	2010CV726-FD Summons & Complaint-Forcible Detainer	Prudential Arizona Property Management c/o Cliff Potts Terrice Kennedy & all occupants	Terrice Kennedy & all occupants 607 S. Beeline Highway, Space #20 Payson, AZ 85541	Terrice "Terri" Kennedy 607 S. Beeline Highway, #20 Payson, AZ 85541	\$38.00 \$38.00	#3462/295724	Payson Regional Justice Court	0 1
9/17/2010		2010CV364-OV Writ Of Garnishment (Non-Earnings) & Summons	Payson Regional Medical Center Kevin S. Vaneckhoutte & "Jane Doe" Vaneckhoutte	Wells Fargo Bank, N.A., gamishee 115 E. Highway 260 Payson, AZ 85541		\$61.00 \$61.00	#206344	Payson Regional Justice Court	0 0

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

Date: 10/4/2010

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/17/2010		2007CV329-OV	Payson Regional Medical Center	Wells Fargo Bank, N.A., garnishee		\$61.00	#206346	Payson Regional Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Jennifer Rodgers & Joe Rodgers	115 E. Highway 260 Payson, AZ 85541		\$61.00			0
9/17/2010	9/19/2010	2010CV730-HA	Anna Van Zile	Sylvia Sandoval	Sylvia Sandoval	\$32.00	#295726	Payson Regional Justice Court	0
		Injunction Against Harassment	Sylvia Sandoval	300 W. Grace Lane Payson, AZ 85541	300 W. Grace Lane Payson, AZ 85541	\$32.00			2
9/17/2010	9/19/2010	2010CV729-HA	Anna Van Zile	Roy Sandoval	Roy Sandoval	\$32.00	#295725	Payson Regional Justice Court	0
		Injunction Against Harassment	Roy Sandoval	300 W. Grace Lane Payson, AZ 85541	300 W. Grace Lane Payson, AZ 85541	\$32.00			2
9/20/2010	9/22/2010	CV2010-024515	Bank of America, N.A.	Micah C. Utterback	Melinda J. Utterback	\$32.00	#102860	Maricopa County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Covenant Interests-Corporate, LLC, et al	1007 W. Rock Springs Circle Payson, AZ 85541	1007 W. Rock Springs Circle Payson, AZ 85541	\$32.00			1
9/20/2010	9/22/2010	CV2010-024515	Bank of America, N.A.	Melinda J. Utterback	Melinda J. Utterback	\$16.00	#102860	Maricopa County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Covenant Interests-Corporate, LLC, et al	1007 W. Rock Springs Circle Payson, AZ 85541	1007 W. Rock Springs Circle Payson, AZ 85541	\$16.00			1
9/20/2010	9/22/2010	53787-091410	Prestige Financial Services, Inc.	Rose Marie Porcelli	Rose Marie Porcelli	\$32.00	#10840	District Court, El Paso County, State of Colorado	0
		Summons & Complaint	Peter Porcelli & Rose Porcelli	213 W. Bonita Street, #5 Payson, AZ 85541	Rim County Health & Retirement Community 807 W. Longhorn Road Payson, AZ 85541	\$32.00			1
9/20/2010	9/23/2010	09-17263-CC	The Independent Savings Plan Company dba ISPC	Christopher L. Moss	Yvonne Engle	\$32.00	#0961313204	County Court, Hillsborough County, Florida	0
		Summons & Complaint	Christopher L. Moss & Tabitha L. Moss	8011 W. Stallion Road Payson, AZ 85541	Tonto Apache Reservation, #32A Highway 87, Milepost 251 Payson, AZ 85541	\$32.00			2
9/20/2010	9/23/2010	09-17263-CC	The Independent Savings Plan Company dba ISPC	Tabitha L. Moss	Yvonne Engle	\$16.00	#0961313204	County Court, Hillsborough County, Florida	0
		Summons & Complaint	Christopher L. Moss & Tabitha L. Moss	8011 W. Stallion Road Payson, AZ 85541	Tonto Apache Reservation, #32A Highway 87, Milepost 251 Payson, AZ 85541	\$16.00			2
9/20/2010	9/21/2010	2010CV734-FD	Frontier Village Partners, LLC dba Aspen Cove Condominiums	Kenny Rogers; Stephanie Talamonte & "John & Jane Does I-X"	Stephanie Marie Talamante	\$38.00	#20079	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Kenny Rogers; Stephanie Talamonte & "John & Jane Does I-X"	801 E. Frontier Street, #17 Payson, AZ 85541	801 E. Frontier Street, #17 Payson, AZ 85541	\$38.00			1
9/20/2010	9/21/2010	2010CV733-FD	Frontier Village Partners, LLC dba Aspen Cove Condominiums	Chris Simmons & "John & Jane Does I-X"	Kortney Kepp	\$38.00	#20078	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Chris Simmons & "John & Jane Does I-X"	801 E. Frontier Street, #4 Payson, AZ 85541	801 E. Frontier Street, #4 Payson, AZ 85541	\$38.00			1

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9/21/2010	9/23/2010	CV2010-00258	Target National Bank fka Retailers National Bank	Marilyn G. O'Dell	Marilyn G. O'Dell	\$32.00	#0517	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Marilyn G. O'Dell & "J. Doe" O'Dell	806 E. Miller Road Payson, AZ 85541	806 E. Miller Road Payson, AZ 85541	\$32.00			1
9/21/2010	9/23/2010	2009CV898-UN	Chaparral Pines Community Association	Wells Fargo Bank, N.A., garnishee	Wells Fargo Bank, N.A., garnishee c/o Nancy Farmham, Service Manager	\$61.00	#1310	Payson Regional Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Richard A. Kaufman & Evelyn M. Kaufman	115 E. Highway 260 Payson, AZ 85541		\$61.00			1
9/21/2010	9/22/2010	2010CV746-HA	Holly Johnson	Sara Silva	Sara Silva	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Sara Silva	8158 W. Barranca Road Mesa Del Payson, AZ 85541	8158 W. Barranca Road Mesa Del Payson, AZ 85541	\$0.00			1
9/22/2010	9/22/2010	2009CR0552	State of Arizona	Daniel Taft	Daniel Taft	\$32.00	#2131/295727	Gila County Superior Court	0
		Order	Robert Thomas Flibotte	300 E. Highway 260 Payson, AZ 85541	300 E. Highway 260 Payson, AZ 85541	\$32.00			1
9/22/2010	9/22/2010	2009CR0552	State of Arizona	Daniel Taft	Daniel Taft	\$16.00	#2131/295727	Gila County Superior Court	0
		Order For Deposition	Robert Thomas Flibotte	300 E. Highway 260 Payson, AZ 85541	300 E. Highway 260 Payson, AZ 85541	\$16.00			1
9/23/2010	9/27/2010	2010CV747-SC	Daniel C. Jaeger	Lynda Jean Nelson	Lynda Jean Nelson	\$32.00	#295728	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Lynda Jean Nelson	Star Vale Mobile Home Park 3616 E. Highway 260, #29 Star Valley, AZ 85541	Star Vale Mobile Home Park 3616 E. Highway 260, #29 Star Valley, AZ 85541	\$32.00			1
9/24/2010		2010CV748-HA	Wallace Michael Addington	Gerald Leslie Graham		\$52.00	#295729	Payson Regional Justice Court	0
		Injunction Against Harassment	Gerald Leslie Graham	405 Big Als Run Bonita Creek, AZ 85541		\$52.00			0
9/24/2010	9/26/2010	2010CV749-HA	Jeslyn Davis	James (Jimbo) Armstrong	James (Jimbo) Armstrong	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	James (Jimbo) Armstrong	37 S. Sprague Drive Star Valley, AZ 85541	37 S. Sprague Drive Star Valley, AZ 85541	\$0.00			3
9/27/2010	9/29/2010	2010CV750-HA	Jeff Johnson	Steven Conley	Steven Conley	\$32.00	#295730	Payson Regional Justice Court	0
		Injunction Against Harassment	Steven Conley	260 W. Kings Drive East Verde Estates Payson, AZ 85541	260 W. Kings Drive East Verde Estates Payson, AZ 85541	\$32.00			1
9/27/2010		2010CV132-OV	Arrow Financial Services, LLC	Pine Victorian, LLC, garnishee c/o Kimberly Teri Savage		\$61.00		Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Kim Savage & "John Doe" Savage	106 E. Bonita Street, #30 Payson, AZ 85541		\$0.00			0
9/27/2010	9/29/2010	30-2010-00408293-SC-SC-HLH	Neal Edwards	John Baldwin	John Baldwin	\$32.00	#10857	Superior Court of California-County of Orange	0
		Order To Appear	John Baldwin & Ann Baldwin	2501 E. Elk Run Court Chaparral Pines Payson, AZ 85541	2501 E. Elk Run Court Chaparral Pines Payson, AZ 85541	\$32.00			1
9/27/2010	9/29/2010	30-2010-00408293-SC-SC-HLH	Neal Edwards	Ann Baldwin	Ann Baldwin	\$16.00	#10857	Superior Court of California-County of Orange	0
		Order To Appear	John Baldwin & Ann Baldwin	2501 E. Elk Run Court Chaparral Pines Payson, AZ 85541	2501 E. Elk Run Court Chaparral Pines Payson, AZ 85541	\$16.00			1

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9/27/2010		CV2010-00336	Chase Bank USA, N.A.	Daniel C. Young		\$32.00	#10857	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Daniel C. Young & "J. Doe" Young	1013 N. Monarch Drive Payson, AZ 85541		\$32.00			0
9/27/2010		CV2010-00336	Chase Bank USA, N.A.	"J. Doe" Young		\$16.00	#10857	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Daniel C. Young & "J. Doe" Young	1013 N. Monarch Drive Payson, AZ 85541		\$16.00			0
9/27/2010		CC2009647750RC	Dell Financial Services, LLC	JPMorgan Chase Bank, N.A., Garnishee		\$61.00	#0500	Maricopa County-San Tan Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Shaun A. McCarthy	201 S. Beeline Highway Payson, AZ 85541		\$61.00			0
9/27/2010	9/28/2010	2010CV753-HA	Patricia Kramer	William (Bill) Burke	William (Bill) Burke	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	William (Bill) Burke	300 Rolling Hills Road Young, AZ 85554	300 Rolling Hills Road Young, AZ 85554	\$0.00			1
9/27/2010	9/27/2010	2010CV752-HA	Amy Michelle Gordon-Pantenburg	Lynda Talamante	Lynda Talamante	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Lynda Talamante	201 E. McKamey, #B Payson, AZ 85541	201 E. McKamey, #B Payson, AZ 85541	\$0.00			1
9/28/2010	9/30/2010	2010CV756-HA	Willard R. Skousen, Jr.	Richard Thiele	Richard Thiele	\$32.00	#1315/295731	Payson Regional Justice Court	0
		Injunction Against Harassment	Richard Thiele	303 W. Wade Lane Payson, AZ 85541	303 W. Wade Lane Payson, AZ 85541	\$32.00			4
9/28/2010	9/28/2010	2010CV758-HA	Willard R. Skousen, Jr.	Jessica Thiele	Jessica Thiele	\$32.00	#1315/295732	Payson Regional Justice Court	0
		Injunction Against Harassment	Jessica Thiele	303 W. Wade Lane Payson, AZ 85541	303 W. Wade Lane Payson, AZ 85541	\$32.00			1
9/28/2010	9/29/2010	2010CV592-SC	T and R Apartments, LLC	Pine/Strawberry Elementary School, garnishee c/o Mary Jo Licavoli, Payroll	Pine/Strawberry Elementary School, garnishee c/o Mary Jo Licavoli, Payroll	\$82.00	#1992/295733	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Tamara L. Hunter	3868 N. Pine Creek Drive Pine, AZ 85544	3868 N. Pine Creek Drive Pine, AZ 85544	\$82.00			1
9/28/2010	9/30/2010	FC2007-050274	Rachel Lynn Larson	Benjamin Ernest Pratt	Benjamin Ernest Pratt	\$75.20	#9499700499	Maricopa County Superior Court	0
		Petition For Order To Appear; Order To Appear	Benjamin Ernest Pratt	4930 Old Spruce Strawberry, AZ 85544	Payson Constable's Office 108 W. Main Street Payson, AZ 85541	\$75.20			2
9/29/2010	9/29/2010	2010CV767-HA	Steven Conley	Jeff Johnson	Jeff Johnson	\$32.00	#295734	Payson Regional Justice Court	0
		Injunction Against Harassment	Jeff Johnson	234 W. Kings Drive East Verde Park Payson, AZ 85541	234 W. Kings Drive East Verde Park Payson, AZ 85541	\$32.00			2
9/29/2010		2009CV407-UN	Payson Regional Medical Center	Canyon State Credit Union, Garnishee, c/o Branch Manager		\$61.00	#208081	Payson Regional Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Traci Chovanec & David S. Chovanec	514 S. Beeline Highway Payson, AZ 85541		\$61.00			0
9/30/2010		2010CV612-OV	LVNV Funding, LLC	Darla C. Wood		\$32.00	#203075	Payson Regional Justice Court	0
		Summons & Complaint	Darla C. Wood & "John Doe" Wood	2120 N. Florence Road Payson Pines Payson, AZ 85541		\$25.00			0

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9/30/2010		2010CV714-OV	Alliance Credit Services, Inc.	James Branham		\$88.00	#208233	Payson Regional Justice Court	0
		Summons & Complaint	James Branham & "Jane Doe" Branham	143 W. Forest Drive Tonto Basin, AZ 85553		\$16.00			0
9/30/2010		2010CV714-OV	Alliance Credit Services, Inc.	"Jane Doe" Branham		\$16.00	#208233	Payson Regional Justice Court	0
		Summons & Complaint	James Branham & "Jane Doe" Branham	143 W. Forest Drive Tonto Basin, AZ 85553		\$16.00			0
9/30/2010		2010CV715-UN	Barclays Bank Delaware	George W. Caldwell		\$32.00	#208235	Payson Regional Justice Court	0
		Summons & Complaint	George W. Caldwell & "Jane Doe" Caldwell	8106 W. Gunsight Ridge Payson, AZ 85541		\$16.00			0
9/30/2010		2010CV715-UN	Barclays Bank Delaware	"Jane Doe" Caldwell		\$16.00	#208235	Payson Regional Justice Court	0
		Summons & Complaint	George W. Caldwell & "Jane Doe" Caldwell	8106 W. Gunsight Ridge Payson, AZ 85541		\$16.00			0

PAYSON REGIONAL CONSTABLE

Sam H. Brewer
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



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9/2/2010	9/2/2010	DO2009-050	Amy Jewell Anderson	Jeffery Anderson	Jeffery Anderson	\$0.00		Gila County Superior Court	0
		Order Of Protection	Jeffery Anderson	6643 Warren Drive Pine, AZ 85544	6643 Warren Drive Pine, AZ 85544	\$0.00			1
9/2/2010	9/10/2010	CR2010-342	State of Arizona	Forrest Dayl Gressley	Forrest Dayl Gressley	\$0.00		Gila County Superior Court	0
		Summons	Forrest Dayl Gressley	753 E. Del Shi Ranch Tonto Basin, AZ 85553	753 E. Del Shi Ranch Tonto Basin, AZ 85553	\$0.00			1
9/2/2010	9/10/2010	2010TR012639	State of Arizona	Payson Police Department, Sgt. D. Kasl	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Oscar Teran	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/2/2010	9/9/2010	2010TR003159	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Kimberly Plant	Department of Public Safety-Payson Office	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/2/2010	9/9/2010	2010TR003122	State of Arizona	GCSO, Deputy R. Vaughn	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Lance Gullett	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/2/2010	9/10/2010	2010TR012693	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Lucinda Smith	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/2/2010	9/13/2010	2010JV00096; Petition 2010-1	State of Arizona	Tristen Bryce Smith, minor c/o Sam Smith, father	Sam Smith	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Tristen Bryce Smith	457 N. Seeley Road Young, AZ 85554	Buddi Gas & Market 50076 Highway 288 Young, AZ 85554	\$0.00			1
9/3/2010	9/3/2010	2010CV686-DV	Sally Lee Andren	Carl Donald Andren	Carl Donald Andren	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Carl Donald Andren	922 W. Wagon Trail Payson, AZ 85541	In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	\$0.00			1
9/3/2010	9/3/2010	2010CV685-DV	Kim Randall	Walter Tweed	Walter Tweed	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Walter Tweed	316 W. Roundup Road Payson, AZ 85541	In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	\$0.00			1

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9/3/2010	9/13/2010	2010JV00098; Petition 2010-1	State of Arizona	Shawn Michael Tackett, minor c/o Mickey Tackett & Patty Tackett, parents	Patricia Ann Tackett	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Shawn Michael Tackett	254 S. Dutchman's Trail Young, AZ 85554	Buddi Gas & Mini Mart 1 Moseley Drive, Hwy 288 Young, AZ 85554	\$0.00			1
9/7/2010	9/7/2010	DO2010-00322DV	Richard Pfister	Ashley Arellano	Ashley Arellano	\$0.00		Gila County Superior Court	0
		Order Of Protection	Ashley Arellano	1000 W. Rocky Road Payson, AZ 85541	In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	\$0.00			1
9/8/2010	9/28/2010	2010CR12286	State of Arizona	Matthew Thomas Rhodes	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Alexander Richmond	105 E. Main Street, #216 Payson, AZ 85541		\$0.00			4
9/8/2010	9/14/2010	2010CR12286	State of Arizona	Jesse Ray Taylor	Randy E. Taylor	\$0.00		Payson Magistrate Court	0
		Subpoena	Alexander Richmond	111 W. Vera Lane Payson, AZ 85541	111 W. Vera Lane Payson, AZ 85541	\$0.00			1
9/8/2010	9/14/2010	2010CR12286	State of Arizona	Tyler Pulver	Tyler Pulver	\$0.00		Payson Magistrate Court	0
		Subpoena	Alexander Richmond	1007 S. Ponderosa Street Payson, AZ 85541	1007 S. Ponderosa Street Payson, AZ 85541	\$0.00			1
9/8/2010	9/9/2010	2010CR12286	State of Arizona	GC Probation Department, Jacob Delecki	GC Probation Department, Jacob Delecki	\$0.00		Payson Magistrate Court	0
		Subpoena	Alexander Richmond	714 S. Beeline Highway Payson, AZ 85541	714 S. Beeline Highway Payson, AZ 85541	\$0.00			1
9/8/2010	9/10/2010	2010CR12286	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Alexander Richmond	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/8/2010	9/14/2010	2010CR12285	State of Arizona	Jesse Ray Taylor	Randy E. Taylor	\$0.00		Payson Magistrate Court	0
		Subpoena	Matthew Thomas Rhodes	111 W. Vera Lane Payson, AZ 85541	111 W. Vera Lane Payson, AZ 85541	\$0.00			1
9/8/2010	9/9/2010	2010CR12285	State of Arizona	GC Probation Department, Jacob Delecki	GC Probation Department, Jacob Delecki	\$0.00		Payson Magistrate Court	0
		Subpoena	Matthew Thomas Rhodes	714 S. Beeline Highway Payson, AZ 85541	714 S. Beeline Highway Payson, AZ 85541	\$0.00			1
9/8/2010	9/14/2010	2010CR12285	State of Arizona	Tyler Pulver	Tyler Pulver	\$0.00		Payson Magistrate Court	0
		Subpoena	Matthew Thomas Rhodes	1007 S. Ponderosa Street Payson, AZ 85541	1007 S. Ponderosa Street Payson, AZ 85541	\$0.00			1
9/8/2010	9/14/2010	2010CR12285	State of Arizona	Alexander Richmond	Alexander Richmond	\$0.00		Payson Magistrate Court	0
		Subpoena	Matthew Thomas Rhodes	105 E. Main Street, #211 Payson, AZ 85541	105 E. Main Street, #211 Payson, AZ 85541	\$0.00			1
9/8/2010	9/10/2010	2010CR12285	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Matthew Thomas Rhodes	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/8/2010	9/10/2010	2010TR12360	State of Arizona	Payson Police Department, Ofc. M. Hillegas	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Joel Eric Esra	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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9/8/2010	9/14/2010	GC Parcel#304-03-174B	Town of Payson - Community Development Department	James Curtis McCloud	James Curtis McCloud	\$0.00		N/A	0
		Notice of Violation-Request For Voluntary Compliance	James Curtis McCloud	422 S. Beeline Highway Payson, AZ 85544	422 S. Beeline Highway Payson, AZ 85544	\$0.00			1
9/8/2010	9/14/2010	2010CR000470	State of Arizona	Christinia Marie Smith	Andrya Smith	\$0.00		Payson Regional Justice Court	0
		Summons	Christinia Marie Smith	209 S. Ponderosa, #11 Payson, AZ 85541	209 S. Ponderosa, #11 Payson, AZ 85541	\$0.00			1
9/8/2010	9/21/2010	2010CR000468	State of Arizona	Randy Allen Jarrell	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons	Randy Allen Jarrell	405 W. Corral Circle Payson, AZ 85541		\$0.00			3
9/9/2010	9/10/2010	2010CV702-DV	Kiersten Hulbert-Ide	Wayne McMillen	Wayne McMillen	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Wayne McMillen	298 E. Butcher Hook Drive, #26 Tonto Basin, AZ 85553	298 E. Butcher Hook Drive, #26 Tonto Basin, AZ 85553	\$0.00			2
9/9/2010	9/10/2010	2010CV701-DV	Kiersten Hulbert-Ide	Roxane McMillen	Roxane McMillen	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Roxane McMillen	602 N. Bobby Jones Payson, AZ 85541	298 E. Butcher Hook Drive, #26 Tonto Basin, AZ 85553	\$0.00			2
9/9/2010	9/10/2010	2010TR002858	State of Arizona	AZ Game & Fish, Ofc. Henry Apfel	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	David Cook	Payson AZ Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/9/2010	9/10/2010	2010TR002855	State of Arizona	AZ Game & Fish, Ofc. Henry Apfel	DPS Clipboard - Payson	\$16.00		Payson Regional Justice Court	0
		Subpoena	David Cook	Payson AZ Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/9/2010	9/10/2010	2010TR003210	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	James Reece	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/9/2010	9/10/2010	2010TR002926	State of Arizona	Department of Public Safety, Ofc. T. Goodman	DPS Clipboard - Payson	\$16.00		Payson Regional Justice Court	0
		Subpoena	Timothy Thomas	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/13/2010	9/13/2010	DO2010-00336	April R. Vandergrift	Jason W. Vandergrift	Jason W. Vandergrift	\$0.00		Gila County Superior Court	0
		Order Of Protection	Jason W. Vandergrift	105 E. Main Street, #207 Payson, AZ 85541	Sonic Drive-In Restaurant T.A.R., Milepost 251, Highway 87 Payson, AZ 85541	\$0.00			1
9/14/2010		DO2010-00338	Sarahi Chanez	Miguel Enrique Felix-Aguirre	GCSO Will Call	\$0.00		Gila County Superior Court	0
		Order Of Protection	Miguel Enrique Felix-Aguirre	3696 E. Highway 260, #A4 Star Valley, AZ 85541		\$0.00			2
9/14/2010	9/16/2010	2010JV00104; Petition 2010-1	State of Arizona	Levi Wilkins, minor c/o Jay Wilkins, father	Melanie T. Wilkins	\$16.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Levi Wilkins	300 N. Lakeshore Payson, AZ 85541	300 N. Lakeshore Payson, AZ 85541	\$0.00			2
9/17/2010		DO2010-00336	April R. Vandergrift	Jason W. Vandergrift	GCSO Will Call	\$0.00		Gila County Superior Court	0
		Amended Order of Protection	Jason W. Vandergrift	105 E. Main Street, #207 Payson, AZ 85541		\$0.00			4

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9/17/2010	9/18/2010	2010CV728-DV Order Of Protection	Vicki West Horace Maxie (Max) Craven, Jr.	Horace Maxie (Max) Craven, Jr. Lot 42 or Lot 43, Woodland Trail Pine Ranch 1 Pine, AZ 85544	Horace Maxie (Max) Craven, Jr. In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/17/2010	9/17/2010	CR2010-521 Notice Of Hearing	State of Arizona Ashley Rose Padilla	Ashley Rose Padilla In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	Ashley Rose Padilla In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	\$16.00 \$0.00		Gila County Superior Court	0 1
9/17/2010	9/20/2010	Letter Letter	Gila County, Globe Regional Constable Office William Sharkozy	William Sharkozy 823 W. Sherwood Drive Payson, AZ 85541	William Sharkozy 823 W. Sherwood Drive Payson, AZ 85541	\$0.00 \$0.00		N/A	0 1
9/20/2010	9/20/2010	2010CV731-DV Order Of Protection	Cynthia Mitchell Donald Lee Smith	Donald Lee Smith 201 W. Midway Street Wonder Valley Payson, AZ 85541	Donald Lee Smith GCSO 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
9/20/2010	9/30/2010	2010JV00109; Petition 2010-1 Notice To Appear; Petition	State of Arizona Jose Humberto Preciado	Jose Humberto Preciado, minor c/o Francisco Preciado, father 600 S. Colcord Road, #17 Payson, AZ 85541	Bertha Preciado McDonald's Restaurant 101 S. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 2
9/20/2010	9/21/2010	2007JV170; Petition 2010-2 Notice To Appear; Petition	State of Arizona Teanna Martina Lopez	Teanna Martina Lopez, minor c/o Louise Lopez, mother 24 Tonto Apache Reservation Highway 87, M.P. 251 Payson, AZ 85541	Louise Lopez Tonto Apache Reservation Court Parking Lot Highway 87, M.P. 251 Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
9/21/2010	9/21/2010	CR2010-460 Summons	State of Arizona Christopher Paul Simmons	Christopher Paul Simmons 801 E. Frontier Street, #4 Payson, AZ 85541	Kortney Kepp 801 E. Frontier Street, #4 Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/21/2010	9/22/2010	2009-581 Subpoena	State of Arizona Michael Thomas Reardon, Jr.	Payson Police Department, Detective M. Varga 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/21/2010	9/22/2010	2009-581 Subpoena	State of Arizona Michael Thomas Reardon, Jr.	Payson Police Department, Ofc. D. Faust 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
9/21/2010	9/27/2010	2009JV034; Petition 2010-1 Notice To Appear; Petition	State of Arizona Tyler Lee Oesterreich	Tyler Lee Oesterreich, minor c/o Michelle Oesterreich, mother 190 Cornerstone Way, #15 HC5, Box 41-15 Star Valley, AZ 85541	Jeffrey Rippey 402 E. Chateau Circle Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 4
9/21/2010	9/22/2010	2010JV00108; Petition 2010-1 Notice To Appear; Petition	State of Arizona Damion Westley Recob	Damion Westley Recob, minor c/o Michelle Petite, mother 519 Valley View Road Gisela, AZ 85541	Esther Petite 519 S. Valley View Road Gisela, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
9/21/2010	9/22/2010	2010JV00107; Petition 2010-1 Notice To Appear; Petition	State of Arizona Joshua Benjamin Flum	Joshua Benjamin Flum, minor c/o Peggy Perkins, mother 1210 S. Western Drive Payson, AZ 85541	Peggy Perkins 1210 S. Western Drive Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1

ITEMIZED SERVICES by DATE RECEIVED

9/1/2010 TO 9/30/2010

Date: 10/4/2010

Page: 5

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/21/2010	9/22/2010	CC2010494774000 Order Of Protection	Devlin C. Keeling	Jessica June Keeling	Jessica June Keeling	\$0.00		Maricopa County-West Mesa Justice Court	0
			Jessica June Keeling	Time Out Shelter P.O. Box 306 Payson, AZ 85541	126 E. Main Street, #B Payson, AZ 85541	\$0.00			2
9/22/2010	9/30/2010	2010TR003567 Summons	State of Arizona	Aaron Shane Davis	Aaron Shane Davis	\$0.00		Payson Regional Justice Court	0
			Aaron Shane Davis	704 E. Frontier Street, #4 Payson, AZ 85541	Big O Tires 901 S. Beeline Highway Payson, AZ 85541	\$0.00			1
9/23/2010	9/27/2010	2010TR012659 Subpoena	State of Arizona	Payson Police Department, Ofc. M. Hansen	PPD Dispatch	\$0.00		Payson Magistrate Court	0
			Linda Rowland	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/23/2010	9/27/2010	2010TR002875 Subpoena	State of Arizona	GCSO, Deputy Bylina	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
			James Carmody	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/23/2010	9/27/2010	2010TR003338 Subpoena	State of Arizona	Department of Public Safety, Ofc. S. Meeske	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
			Raven King	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/23/2010	9/27/2010	2010TR012696 Subpoena	State of Arizona	Payson Police Department, Ofc. J. Hazelo	PPD Dispatch	\$0.00		Payson Magistrate Court	0
			Tiffany Crystal Moore Conti	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/23/2010	9/27/2010	2010CR000469 Subpoena	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
			Larry Hinds	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/23/2010	9/27/2010	010CR000417 Subpoena	State of Arizona	Payson Police Department, Detective M. Varga	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
			Melody Gillenwater	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/24/2010	9/26/2010	DO2010-00346 Hearing Order	Nancy Taylor	Nancy Taylor	Nancy Taylor	\$0.00		Gila County Superior Court	0
			Dacey Lane Taylor	704 E. Frontier Street Payson, AZ 85541	Hospice Compassus 511 S. Mud Springs Road Payson, AZ 85541	\$0.00			3
9/28/2010	9/28/2010	DO2010-00346 Amended Order of Protection	Nancy Taylor	Dacey Lane Taylor	Dacey Lane Taylor	\$0.00		Gila County Superior Court	0
			Dacey Lane Taylor	349 W. Round Valley Trail Round Valley Payson, AZ 85541	349 W. Round Valley Trail Round Valley Payson, AZ 85541	\$0.00			1
9/28/2010	9/30/2010	2010CR266 Subpoena	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
			David Michael Lofano	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/28/2010	9/30/2010	2010TR012705 Subpoena	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Dispatch	\$0.00		Payson Magistrate Court	0
			Sandra MacNamara	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
9/28/2010	9/30/2010	2010TR012627 Subpoena	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Dispatch	\$0.00		Payson Magistrate Court	0
			Keith Beilgard	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

9/1/2010 TO 9/30/2010

Date: 10/4/2010

Page: 6

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/28/2010	9/30/2010	2010CR000450	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jonathon Ingersoll	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
9/28/2010	9/30/2010	2010TR002855	State of Arizona	AZ Game & Fish, Ofc. Henry Apfel	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	David Cook	Payson AZ Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/28/2010	9/30/2010	2010TR002858	State of Arizona	AZ Game & Fish, Ofc. Henry Apfel	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	David Cook	Payson AZ Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/28/2010	9/30/2010	2010TR003159	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Kimberly Plant	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
9/29/2010	9/30/2010	2010CR000492	State of Arizona	Mariah Cola Hall-Florence	Mariah Cola Hall-Florence	\$0.00		Payson Regional Justice Court	0
		Summons	Mariah Cola Hall-Florence	114 W. Elm Street Payson, AZ 85541	114 W. Elm Street Payson, AZ 85541	\$0.00			1
9/29/2010		2010CR000488	State of Arizona	William Gore		\$0.00		Payson Regional Justice Court	0
		Summons	William Gore	9236 W. Stageline Road Payson, AZ 85541		\$0.00			0
9/29/2010	9/29/2010	2010CV768-DV	Caroline M. Mouchon	Ricky Lee Scheierman	Ricky Lee Scheierman	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Ricky Lee Scheierman	769 E. Sycamore Lane Gisela, AZ 85541	Pine/Strawberry Water Improvement District 6306 W. Hardscrabble Mesa Road Pine, AZ 85544	\$0.00			1
9/30/2010	9/30/2010	Letter	Gila County Public Works Division-Flood Control District	Jacob Sopeland	Jacob Sopeland	\$0.00		N/A	0
		Letter	Jacob Sopeland	314 N. Mogollon Trail Payson, AZ 85541	314 N. Mogollon Trail Payson, AZ 85541	\$0.00			1
9/30/2010		2010CV774-HA	Kathy Stachar	Brian Peters		\$0.00		Payson Regional Justice Court	0
		Notice Of Hearing Prior To Injunction Against Harassment	Brian Peters	1205 W. Remuda Way Payson, AZ 85541		\$0.00			0
9/30/2010		2010JV00112; Petition 2010-1	State of Arizona	Jameson R. Tsosie, minor c/o Arlene Tsosie, mother		\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	Jameson R. Tsosie	110 E. Aero Drive, #3 Payson, AZ 85541		\$0.00			0
9/30/2010		2010CV775-DV	Sandy Phillips	Michael Elliott		\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Michael Elliott	Sleepy Hollow RV Park, Sp. #19 Highway 188 Tonto Basin, AZ 85553		\$0.00			0

MILEAGE FOR THE MONTH SEPTEMBER 2010

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
9/1	103		X	
9/2	155		X	
9/3	32		X	
9/6	HOLIDAY		HOLIDAY	
9/7	126		X	
9/8	110		X	
9/9	60		X	
9/10	185		X	
9/13	144		X	
9/14	95		X	
9/15	95		X	
9/16	94		X	
9/17	51		X	
9/20	88		X	
9/21	70		X	
9/22	114		X	
9/23	65		X	
9/24	18		X	
9/27	77		X	
9/28	144		X	
9/29	95		X	
9/30	89		X	
22 DAYS	2010		0	

Total Miles Driven
By The Constable's Office 2010 SEPTEMBER 2010

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE October 1, 2010

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # T-9162061

REMITTING DEPT Payson Regional Constable

SERVICE RENDERED Arizona Constable Assn Ethics Committee Fund - Writ Fees Collected

Account Code	Revenue Description	Amount
T-9162061	Payson Regional Constable Ethics Committee Fund - fees collected for writs served for month of September, 2010 10 @ \$5.00/each Reference our check # 2242 dated October 1, 2010	\$50 00
		\$50 00

Authorized Signature Sam H. Brewer Title Payson Regional Constable #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98287

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2242
91-527/1221 6128
0703680454

DATE October 1, 2010

PAY TO THE ORDER OF Gila County Treasurer \$ 50.00

Fifty and no/100 DOLLARS

FOR Writ fees collected 9/10-9/30/10 Sam H. Brewer

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

Security Features Details on Back.

⑈0000002242⑈ ⑈122105228⑈ ⑈0703680454⑈

Regular BOS Meeting

Date: 10/26/2010

Reporting Period: Globe Regional Justice of the Peace September 2010 Monthly Report

Submitted For: Mary Navarro **Submitted By:** Marian Sheppard, Clerk
of the Board of
Supervisors

Information

Subject

Globe Regional Justice of the Peace September 2010 Monthly Report

Suggested Motion

Approval of the September 2010 monthly departmental activity report submitted by the Globe Regional Justice of the Peace.

Attachments

Link: [Globe Regional Justice of the Peace September 2010 Monthly Report](#)

**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

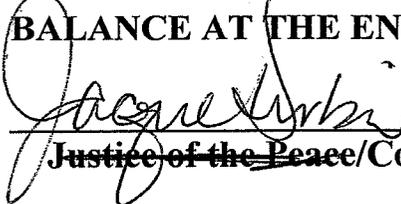
For the Month of: SEPTEMBER, 2010

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$34,622.00
RECEIVED DURING THE MONTH	\$17,332.09
DISBURSED DURING THE MONTH	\$10,123.80
BALANCE AT THE END OF THE MONTH	\$41,830.29

DEPOSITS

BALANCE AT THE BEGINNING OF THE MONTH	\$34,622.00
RECEIVED DURING THE MONTH	\$17,332.09
DISBURSED DURING THE MONTH	\$10,123.80
BALANCE AT THE END OF THE MONTH	\$41,830.29



Justice of the Peace/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2011

SEPTEMBER, 2010	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Child Passenger Restraint	ZCPRF		STATE	\$ 106.52	\$ 5.33	\$ 101.19
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 336.99	\$ 16.85	\$ 320.14
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,399.34		\$ 2,399.34
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,520.67		\$ 2,520.67
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 3,898.53	\$ 194.93	\$ 3,703.60
HURF 1 28-5436, 2533C	ZHRF1		STATE	\$ 294.22	\$ 14.72	\$ 279.50
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 53.01	\$ 2.66	\$ 50.35
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ 44.57	\$ 2.23	\$ 42.34
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,139.46		\$ 2,139.46
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 10,485.01	\$ 524.26	\$ 9,960.75
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 2,590.00	\$ 129.50	\$ 2,460.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,381.41	\$ 69.08	\$ 1,312.33
DUI Abatement	ZDUJA		T889-2061	\$ 50.00	\$ 2.50	\$ 47.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 396.16	\$ 19.81	\$ 376.35
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 34.18	\$ 1.71	\$ 32.47
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,154.60	\$ 57.73	\$ 1,096.87
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 21,547.32	\$ 1,077.37	\$ 20,469.95
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,496.97	\$ 74.85	\$ 1,422.12
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 1,111.85		\$ 1,111.85
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 211.30	\$ 10.57	\$ 200.73
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 2,064.88		\$ 2,064.88
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 403.43	\$ 20.18	\$ 383.25
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 2,061.00		\$ 2,061.00
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 378.89	\$ 18.95	\$ 359.94
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 91.92		\$ 91.92
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 61.28		\$ 61.28
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 297.73	\$ 14.89	\$ 282.84
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 405.50	\$ 20.28	\$ 385.22
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,916.17	\$ 145.81	\$ 2,770.36
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 45.71	\$ 2.29	\$ 43.42
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 130.93	\$ 6.55	\$ 124.38
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,987.83	\$ 149.40	\$ 2,838.43
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 435.40	\$ 21.77	\$ 413.63
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 8,907.42	\$ 445.37	\$ 8,462.05
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 100.90	\$ 5.05	\$ 95.85
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 258.58		\$ 258.58
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 2,935.29		\$ 2,935.29
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,956.85		\$ 1,956.85
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 238.25	\$ 11.92	\$ 226.33
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 78,930.07	\$ 3,066.56	\$ 75,863.51
				TOTAL ADJUSTED BALANCE VERIFICATION	\$	75,863.51
				TOTAL RESTITUTION RECEIVED	\$	1,766.58
				TOTAL RECEIPTS THIS MONTH	\$	80,696.65

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/8/2010	5406	\$ 9,324.44	ARIZONA STATE TREASURER
10/8/2010	5407	\$ 69,379.30	GILA COUNTY TREASURER
10/8/2010	5408	\$ 226.33	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 78,930.07	TOTAL DISTRIBUTIONS THIS MONTH
		\$ 30,667.79	CHECKBOOK BALANCE AFTER REMITTANCES

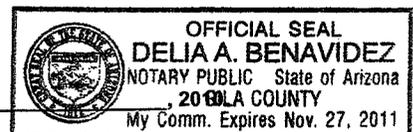
I, Jacque Durbin, Acting Deputy Court Administrator for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of SEPTEMBER, 2010.

Jacqueline Durbin
 Justice of the Peace Deputy Court Administrator

Subscribed and Sworn to before me this 12th day of OCTOBER

Notary Public

My Commission Expires: _____



Regular BOS Meeting

Date: 10/26/2010

Reporting Period: Personnel reports for the weeks of 10/12/10, 10/19/10 and 10/26/10

Submitted For: Berthan DeNero, **Submitted By:** Erica Raymond, Deputy
Personnel Director County Manager

Information

Subject

Personnel reports for the weeks of 10/12/10, 10/19/10 and 10/26/10.

Suggested Motion

Approval of personnel reports/actions for the weeks of October 12, 2010, October 19, 2010, and October 26, 2010.

Attachments

Link: [10/12/10 Personnel Report](#)

Link: [10/19/10 Personnel Report](#)

Link: [10/26/10 Personnel Report](#)

**PERSONNEL ACTION ITEMS
OCTOBER 12, 2010**

DEPARTURES FROM COUNTY SERVICE:

1. Patricia Trevillian - Health and Community Services – Administrative Clerk Senior – 10/06/10 – WIA Funds – DOH 06/28/04 – Resigned
2. Judy Gonzales - Health and Community Services – Administrative Clerk Senior – 10/06/10 – WIA Funds – DOH 01/12/04 – Resigned

HIRES TO COUNTY SERVICE:

3. Alex Cunningham – Public Works Facilities Management – Building Maintenance Technician – 10/25/10 – Facility Management Fund – Replacing William McDaniel

POSITION REVIEW:

4. Joy Riddle – County Attorney – From Attorney Under Filled – To Attorney – 09/27/10 – Prosecution Recovery Fund

REQUEST PERMISSION TO POST:

5. Emergency Management – Executive Administrative Assistance – Position Vacated By Linda Rodriguez
6. Health and Community Services – Administrative Clerk Senior – Position Vacated By Judy Gonzales

SHERIFF'S PERSONNEL ACTION ITEMS

HIRES TO COUNTY SERVICE:

7. Jacob Delecki - Sheriff's Office – Deputy Sheriff Recruit – 11/08/10 - General Fund – Replacing Paul Ortiz

PERSONNEL ACTION ITEMS
OCTOBER 19, 2010

DEPARTURES FROM COUNTY SERVICE:

1. Mary Kim Titla – BOS – Gila County Tribal Liaison – 10/06/10 – Constituent Services Fund District III – DOH 03/01/09 – Resigned due to candidacy

DEPARTMENTAL TRANSFERS:

2. Linda Rodriguez – From Emergency Management – To BOS – Administrative Manger – 10/11/10 – General Fund

REQUEST PERMISSION TO POST:

3. Health and Community Services – Accounting Clerk – Position vacated by Chris Phillips
4. Health and Community Services – Accountant – Position vacated by Dan Mikolay
5. Finance – Accountant – Position vacated by Linda Koury

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

6. Annette Mueller - Sheriff's Office – Accounting Clerk Specialist – 12/19/10 - General Fund – DOH 11/09/92 - Retiring

END PROBATIONARY PERIOD:

7. Kenneth Warden - Sheriff's Office - Detention Officer – 10/25/10 - General Fund
8. Kathe Quinn - Sheriff's Office - Detention Officer – 10/11/10 - General Fund

**PERSONNEL ACTION ITEMS
OCTOBER 26, 2010**

DEPARTURES FROM COUNTY SERVICE:

1. Victoria McDaniel – Payson Justice Court – Temporary Clerk – 06/01/10 -
General Fund – DOH 02/02/10 – Temporary Position

DEPARTMENTAL TRANSFER:

2. Anthony Waddell – From Sheriff's Office – To Globe Regional Justice Court -
From 911 Dispatcher – To Justice Court Clerk Associate – 10/25/10 - General
Fund

END PROBATIONARY PERIOD:

3. Sine Scott - Community Development – Engineering Technician - 11/08/10 –
General Fund